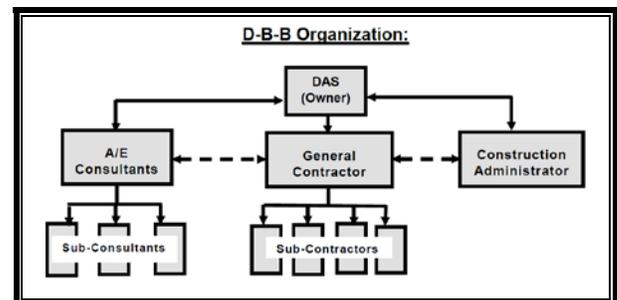




Connecticut
Department of Administrative Services
Donald J. DeFronzo – Commissioner

Construction Contracting & Bidding Transparency Working Group

Workbook



Prepared By:
*CT Department of Administrative Services
Division of Construction Services (CT DCS)
Office of Design & Construction
Process Management Unit
165 Capitol Avenue,
Hartford, CT 06106*

Kick-off Meeting: June 24, 2014 - 1:00 P.M.

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 Construction Contracting & Bidding
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TAB 1

Current Contracting Methods:

Design - Bid - Build
Project Delivery Method
 (Major & Minor Capital Projects = Greater than \$1.5 Million)

1 Three (3) Primary Players:

- **Owner** (w/ Construction Administration Support);
- **Architect** (w/ Subconsultants);
- **General Contactor** (w/ Subcontractors).

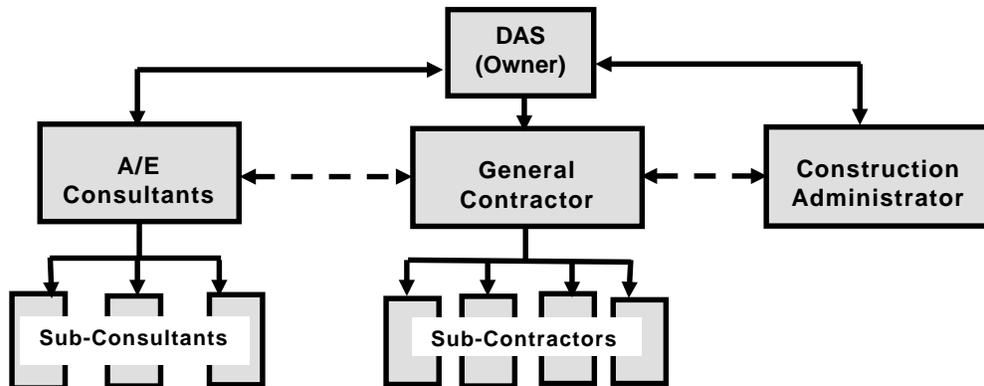
2 Two (2) Separate Contracts:

- **Owner – Architect;**
- **Owner – General Contactor;**
- **Architect - General Contactor** (relationship governed by General Conditions & General Requirements)

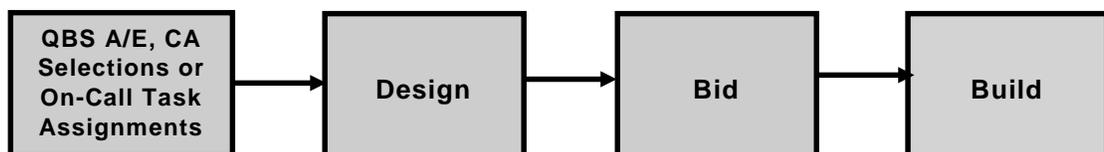
3 General Contactor Selection:

A General Contactor is selected through a **Competitive Sealed Bid** where the responsible General Contactor with the "Lowest Qualified Bid" (cost) is awarded the contract to build the project.

D-B-B Organization:



D-B-B Project Delivery Method Sequence:



Applicable CT State Statutes: C.G.S. §§ 4b-91 to 4b-101a, See-Appendix A.

New Project Delivery Method for Fall 2014
Design - Bid - Build
Project Delivery Method
(Minor Capital Projects = Less than \$1.5 Million)

1 Three (3) Primary Players:

- **Owner** (w/ On-Call Consultant Limited Construction Administration Support);
- **On-Call Consultant** (w/ Subconsultants);
- **Contractor** (w/ Subcontractors as applicable).

2 Two (2) Separate Contracts:

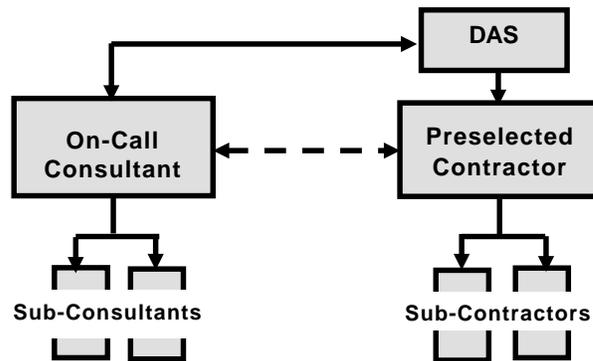
- **Owner – On-Call Consultant Task Assignment;**
- **Owner – Preselected Contractor** (w/ Subcontractors as applicable);
- **Consultant - Contractor** (relationship governed by General Conditions & General Requirements)

3 Contractor Selection:

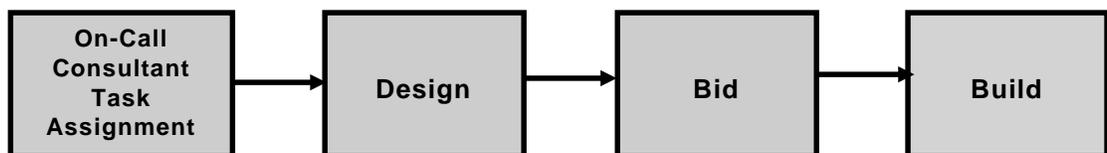
Contractors are Selected in a two (2) Step Selection Procedure as follows:

- Contractors are Preselected through a “Qualification Base Selection Procedure” to Bid a specific “DAS Construction Classification of Work”.
- A Preselected Contractor is then selected through a **Competitive Sealed Bid** where the responsible Contractor with the “Lowest Qualified Bid” (cost) is awarded the contract to Build a specific “DAS Construction Classification of Work”.

Organization:



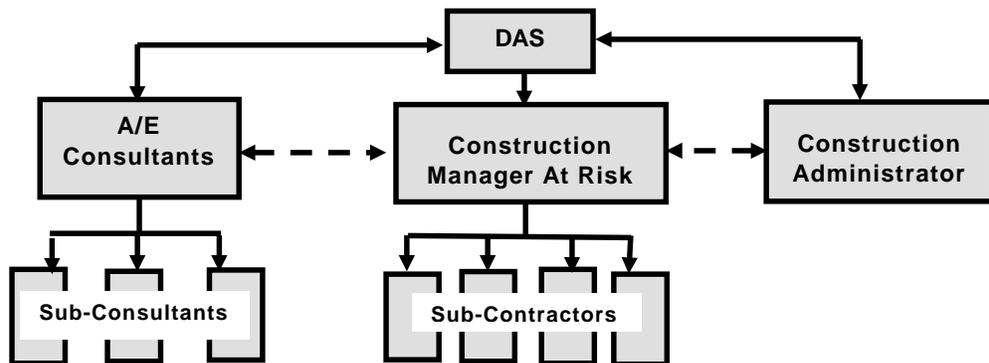
D-B-B Project Delivery Method Sequence:



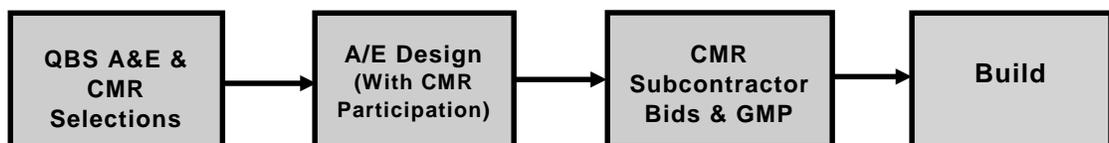
Applicable CT State Statutes: C.G.S. § 4b-91 (a) and (b), See-Appendix A.

Option 2 Construction Manager At Risk (CMR) Project Delivery Method [C.G.S. § 4b-103 - Appendix "A" CT State Statutes]	
1	Three (3) Primary Players: <ul style="list-style-type: none"> ● Owner (w/ Construction Administration Support); ● Architect (w/ Subconsultants); ● CMR (w/ Subcontractors).
2	Two (2) Separate Contracts: <ul style="list-style-type: none"> ● Owner – Architect; ● Owner – CMR; ○ Architect - CMR (<i>relationship governed by General Conditions & General Requirements</i>)
3	CMR Selection: A Construction Manager At Risk (CMR) is selected through the Construction Manager At Risk (CMR) Best Value Selection Procedure where the "CMR Qualification Rating Score" plus the "CMR's Sealed Cost Proposal" determines the CMR with the " Best Value Proposal " is awarded the CMR Agreement.
4	CMR Guaranteed Maximum Price (GMP) Proposal: The Construction Manager At Risk (CMR) publically bids multiple "Subcontractor Bid Packages" and then submits a CMR Guaranteed Maximum Price (GMP) Proposal to the Owner.

Organization:



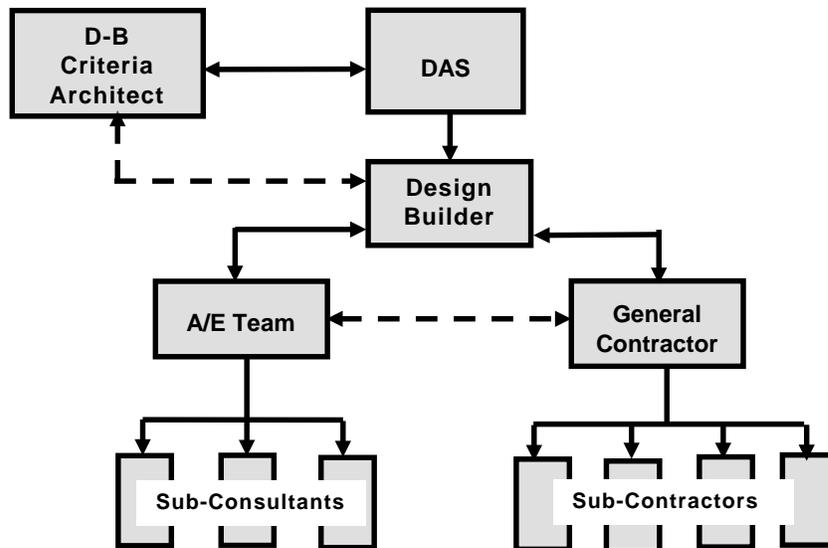
CMR Project Delivery Method Sequence:



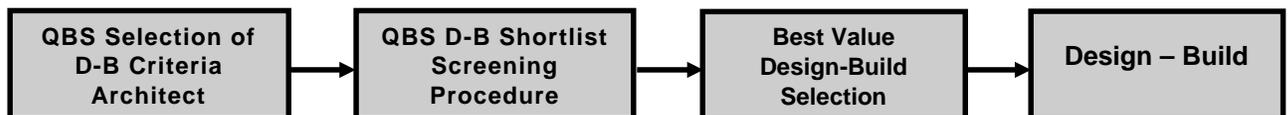
Applicable CT State Statutes: C.G.S. § 4b-103, See-Appendix A.

Option 3 Design - Build Project Delivery Method	
1	Three (3) Primary Players: <ul style="list-style-type: none"> ● Owner [w/ DCBA Construction Administration Support]; ● Design-Build Criteria Architect (DBCA) [w/ Subconsultants]; ● Design-Builder (General Contractor Subconsultants & Architect/Subconsultants Team).
2	Two (2) Separate Contracts: <ul style="list-style-type: none"> ● Owner – Design-Build Criteria Architect (DBCA); ● Owner – Design-Builder; ○ DBCA - Design-Builder [relationship governed by General Conditions & General Requirements].
3	D-B Best Value Competitive Proposal Selection Procedure: Design-Build Teams (comprised of a General Contractor and Architects/Engineers Consultants) compete in a three (3) Step Selection Procedure as follows: <ul style="list-style-type: none"> ● Design-Builders “Qualifications & Design/Technical Proposal” are evaluated and rated for conformance with the D-B RFP. ● The Design-Builders “D-B Sealed Total Cost Proposal” is evaluated for conformance with the D-B RFP. ● The Design-Builder with the D-B “Best Value” Proposal (Design-Builder’s Qualifications & Design/Technical Proposal Rating Score” plus “D-B Sealed Total Cost Proposal”) shall be selected to design and build the building.

Organization:



D-B Project Delivery Method Sequence:



Applicable CT State Statutes: C.G.S. § 4b-24b (b), See-Appendix A.

TAB 2

***Subcontractor Selection Process for
Each Project Delivery Method:***

2.1 - Option 1

Design-Bid-Build (D-B-B):

Design-Bid-Build Notice To Bidders

CT Department Administrative Services (CT DAS) Procurement Services
On Behalf of
CT Division of Construction Services (DCS)

Article 1 Bids And Rejection Of Bids:

1.1 Bids shall be for the complete work as specified and shall include the names of any subcontractors for the four classes of work specified in subsection (a) of C.G.S. § 4b-93 as revised, and for each other class of work for which the awarding authority has required a separate section pursuant to said subsection and the dollar amounts of their subcontracts, and the contractor shall be selected on the basis of such bids. It shall be presumed that the 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 bidder's qualifications for performing such work shall be subject to review under C.G.S. § 4b-92, as revised. **For projects estimated to exceed Five Hundred Thousand Dollars (\$500,000.00) in total cost, the bidder must be prequalified by the Department of Administrative Services (DAS) in the classification specified in the Invitation to Bid.**

1.2 The awarding authority may require the contractor to replace a **Named Subcontractor** whenever the awarding authority determines in their sole discretion that such **replacement** is in the **best interest of the State**.

1.3 Every **bid** which is conditional or obscure, **or which is not accompanied by a DAS Prequalification Certificate and Update Statement**, or which contains any addition not called for, shall be invalid, and the awarding authority shall *reject* every such bid. The awarding authority shall be authorized to waive **minor irregularities** which he considers in the best interest of the State, provided the reasons for any such waiver are stated in writing by the awarding authority and made a part of the contract file. No such 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 bid form furnished by the awarding authority, but this sentence shall not be applicable to any failure to furnish prices or information required by C.G.S. § 4b-95, as revised, to be furnished in the bid form provided by the awarding authority.

No person who's **Subcontract** exceeds five hundred thousand dollars in value may perform work as a Subcontractor on a project *estimated* to cost more than five hundred thousand dollars, unless the person is **prequalified** in accordance with C.G.S. § 4a-100, as amended by **Public Act 06-134**.

1.4 **Projects That Exceed Threshold Limits C.G.S §29-276b:**
Projects designated in **Section 00 41 00, Bid Proposal Form** as "Exceeding the Threshold Limits" must meet **C.G.S §20-341gg Registration of Major Contractors:**
Any person engaged in the business of construction, structural repair, structural alteration, dismantling or demolition of a structure or addition that exceeds the threshold limits provided in C.G.S §29-276b, or any person who, under the direction of a general contractor, performs or offers to perform any work that impacts upon the structural integrity of a structure or addition, including repair, alteration, dismantling or demolition of a structure or addition that exceeds the threshold limits shall engage in or offer to perform the work of a Major Contractor unless such person has first obtained a license or certificate of registration from the Department of Consumer Protection. Individuals must be licensed under the requirements of **C.G.S §20-341gg "Registration of Major Contractors"**. The Department of Consumer Protection shall issue a certificate of registration to any person who is prequalified pursuant to section 4a-100 who applies for registration in accordance with this section.

The contractor and all subcontractors that engage in work that impacts upon the structural integrity of a structure or addition must register as a **Major Contractor** with the Department Of Consumer Protection and obtain a **Major Contractor License** issued by the Department Of Consumer Protection prior to Bid Due Date/Time of this Project.

For further information go to the CT Department Of Consumer Protection Website www.dcp.state.ct.us.

- 1.5 **Bids** shall be publicly opened and read by the awarding authority forthwith. The awarding authority *may* require in the bid form that the contractor agree to perform a stated, minimum percentage of work with its **own forces**. The awarding authority *may* also require the contractor to set aside a portion of the contract for subcontractors who are eligible for **set-aside contracts**. The awarding authority shall not permit **substitution** of a subcontractor for one named in accordance with the provisions of said C.G.S. § 4b-95 or **substitution** of a subcontractor for any designated sub-trade work bid to be performed by the 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 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 bid form; (5) inability to obtain, or loss of, a license necessary for the performance of the particular category of work; (6) failure or inability to comply with a requirement of law applicable to contractors, subcontractors, or construction, alteration, or repair projects; (7) failure to perform its agreement to execute a subcontract under C.G.S. § 4b-96, as revised.
- 1.6 The **bid price** shall be the price set forth in the space provided on the **bid form**. No bid shall be rejected (1) because of error in setting forth the name of a subcontractor as long as the subcontractor or subcontractors designated are clearly identifiable, or (2) because the plans 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 bid.
- 1.7 Each contractor who is awarded a contract on or after October 1, 2002 shall be subject to provisions of the C.G.S. § 31-53 as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages."
- 1.8 In determining bid price, consideration should be given to C.G.S. § 31-53 and 31-55a of the Connecticut General Statutes regarding **annual adjustment of prevailing wage rates**. Annual adjustments of prevailing wage rates will not be considered a matter for a contract amendment.
- 1.9 Any contractor who violates any **provision** of said **C.G.S. § 4b-95** may be **disqualified** from bidding on other contracts that are subject to the provisions of **Chapter 60** of the Connecticut General Statutes, as revised, for a **period** not to exceed twenty-four months, commencing from the date on which the violation is discovered, for each violation. The awarding authority shall periodically review the contractor's subcontracts to insure compliance with such provisions, and shall after each such review prepare a written report setting forth his findings and conclusions.
- 1.10 **Bids** shall be submitted *only* on the **forms furnished** for the specific project. In *no* event will bids or changes in bids made by telephone, telegraph, facsimile or other communication technology be considered. *Any* bid 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*.
- 1.11 Any bid received *after* the **scheduled closing time** for the receipt of bids will be returned to the bidder unopened.
- 1.12 Any **bid** once deposited with the **Division of Construction Services (DCS)** may only be **withdrawn** by **letter** of request, signed by the depositing bidder and presented to the **DAS** Supervisor, Bidding and Contracts Unit, *prior* to the time of opening of any bid for the project designated or identified project.
- 1.13 **Gift And Campaign Contribution Certification:** In accordance with Executive Order 7C, and pursuant to Public Act 11-229, any principal or key personnel of the person, firm or corporation submitting a bid or proposal for a contract that has a value of **\$50,000** or more, shall be required to **either submit in writing with the Bid Proposal or electronically upload a Gift and Campaign Contribution Certification** prior to the time of the Bid Proposal submission. Please note that electronic uploading of the "Gift and Campaign Contribution Certification" is the preferred method for submission.

Instructions on how to **electronically** upload the **Gift And Campaign Contribution Certification** “go to the CT DAS website www.das.ct.gov link, then click on the “**State Procurement Marketplace**” link and then click on the “**Business Friendly Initiatives**” link, and then click on “**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**”.

Pursuant to C.G.S. § 4-252(d), and Public Act 11-229, any bidder or proposer that does not submit either a **signed hard copy** of the “Gift and Campaign Contribution Certification” with their “Bid Proposal Form” or **electronically uploads** the certification as required under this section shall be disqualified and **CT Division of Construction Services (DCS)** shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

Once uploaded, an updated **Gift and Campaign Contribution Certification** shall be **electronically uploaded** within **30 days** of any changes to the submitted information.

Annually, on or within two (2) weeks of the **anniversary** date of the execution of this contract, the Contractor shall **electronically upload** a completed **Annual Certification** with authorizing resolution. For the purposes of this paragraph, the execution date of the contract will be the date the Commissioner of **CT Department of Administrative Services (DAS)** signs the contract.

1.14 **Affirmation of Receipt of State Ethics Laws Summary:** Pursuant to Section 37 of **Public Act 05-287**, when the **CT Division of Construction Services (DCS)** is seeking a contract for a large state construction or procurement contract having a cost of more than **\$500,000**, **CT Division of Construction Services (DCS)** shall inform all potential consultant and contractor firms. For a “**Guide to the Code of Ethics For Current or Potential State Contractors**” go the of Office of State Ethics (OSE) website www.ct.gov/ethics, then click on the “**Forms**” link:

Pursuant to Public Act 11-229, **CT Division of Construction Services (DCS)** is also required to notify all potential consultant and contractor firms for a large state construction or procurement contract that they must **either submit in writing with the Bid Proposal or electronically upload** prior to the time of the Bid Proposal submission an “**Affirmation of Receipt of State Ethics Laws Summary**” affirming that their key employees have read and understand the summary and agree to comply with the provisions of state ethics law. Please note that electronic uploading of the “*Affirmation of Receipt of State Ethics Laws Summary*” is the preferred method for submission.

Instructions on how to electronically upload the “**Affirmation of Receipt of State Ethics Laws Summary (OPM Ethics Form 6)**” are available from the DAS website. For the “**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**” go to the DAS website www.das.ct.gov link, then click on the “**State Procurement Marketplace**” link and then click on the “**Business Friendly Initiatives**” link, then click on “**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**”.

Failure to provide this affidavit with the Bid Proposal shall result in **rejection** of the bid.

You must also add the following **note** regarding the more stringent **CT Division of Construction Services (DCS)** policy regarding gifts to the Ethics Summary prior to uploading the document:

Note re: CT Division of Construction Services (DCS) Policy:

The policy of the Connecticut Division of Construction Services (CT DCS) in regard to gifts or anything of value is more stringent than the State Ethic Code. Under the CT DCS policy, no employee of CT DCS can directly or indirectly solicit or accept anything of value; other than a cup of coffee or tea, or a bottle of soda or water; from any developer, contractor, consultant, vendor, realtor, or lessor, or any person or organization on their behalf, with who CT DCS has or may have a business relationship. Accordingly, any person, or contractor, consultant, or any other business doing business with or seek do business with CT DCS may not directly or indirectly give anything of value other than a cup of coffee or tea, or a can or bottle of soda or water, to an employee.

Furthermore, the successful bidder shall provide the **Summary of the State Ethics Laws**, to each **named subcontractor** and any other **subcontractor** or **subconsultant** with a contract valued over \$500,000 and obtain a **Subcontractor and Subconsultant State Ethics Affidavit** that the key personnel of the subcontractor have read, understand, and agree to comply with provisions of the state ethics laws. The successful bidder shall provide such subcontractor(s) affidavit to the Department of Construction Services.

1.15 Consulting Agreement Affidavit and Certificate (of Authority):

A **Certificate (of Authority)** shall be submitted in writing (not electronically uploaded) with the Bid Proposal to DAS Procurement Services for contracts with a value of \$50,000 or more. For the **Certificate (of Authority)** go to the CT DCS Website www.ct.gov/dcs then clicking on “DCS Library”, and then click on the **00 40 14 Certificate (of Authority)** link under “Office Of Design & Construction Index Of Forms & Publications”.

A **Consulting Agreement Affidavit** must be completed and either submitted in writing with the Bid Proposal or electronically uploaded prior to the time of the Bid Proposal submission for contracts with a value of \$50,000 or more. Please note that electronic uploading of the “Consulting Agreement Affidavit” is the preferred method for submission.

Instructions on how to electronically submit the “**Consulting Agreement Affidavit (OPM Ethics Form 5)**” are available from the DAS website, “Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online”: For the “**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**” is go to the CT DAS website www.das.ct.gov link, then click on the “**State Procurement Marketplace**” link and then click on the “**Business Friendly Initiatives**” link, then click on “**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**”.

Once uploaded, an updated **Consulting Agreement Affidavit** shall be electronically uploaded within **30 days** of any changes to the submitted information. Once uploaded, the Affidavit shall be updated and submitted as required by the Office of Policy and Management and the Connecticut Department of Administrative Services. For the purposes of this paragraph, the **execution date** of the contract will be the date the Commissioner of **CT Department of Administration** signs the contract.

In the event that a bidder or vendor *refuses* to submit the **Consulting Agreement Affidavit** required under Conn. Gen. Stat. § 4a-81, such bidder shall be *disqualified* and the award shall be made to the next lowest responsible qualified bidder or new bids or proposals shall be sought.

1.16 State Election Enforcement Commission (SEEC) Form 10 - Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations: With regard to a State contract as defined in P.A. 07-01 having a value in a calendar year of **\$50,000** or more or a combination or series of such **agreements or contracts** having a value of **\$100,000** or more, the **authorized signatory** to this **submission** in response to the State’s solicitation expressly **acknowledges receipt** of, and must submit in **writing** to DAS Procurement Services with the Bid Proposal submission, the **State Election Enforcement Commission’s Form 10 notice** advising prospective state contractors of the state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the **notice**.

To access **SEEC Form 10 - Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations** go to the SEEC website www.ct.gov/seec.

1.17 Office of Policy and Management (OPM) Form 7 - Iran Certification: “Large State Contract” means an agreement or a combination or series of agreements between a state agency and a person, firm or corporation, having a total value of more than five hundred thousand dollars **\$500,000** in a calendar or fiscal year a project for the construction, alteration or repair of any public building or public work.

"This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located. Entities whose principal place of business is located outside of the United States are required to complete the entire form, including the certification portion of the form. United States subsidiaries of foreign corporations are exempt from having to complete the certification portion of the form. Those entities whose principal place of business is located inside of the United States must also fill out the form, but do not have to complete the certification portion of the form."

To access the **OPM Form 7 - Iran Certification** go to the OPM website link www.ct.gov/opm, then click on the "**Ethics Affidavits**" link.

- 1.18 **Nondiscrimination Certification:** A nondiscrimination certification is required for all State contracts, regardless of type, term, cost or value. The **appropriate form** must be **either submitted in writing with the Bid Proposal or electronically uploaded** prior to the time of the Bid Proposal submission. Please note that electronic uploading of the "Nondiscrimination Certification" is the preferred method for submission.

Instructions on how to electronically submit the "**Nondiscrimination Certification**" are available from the DAS website, "Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online": for the "**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**" go to the CT DAS website www.das.ct.gov link, then click on the "**State Procurement Marketplace**" link and then click on the "**Business Friendly Initiatives**" link, then click on "**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**".

For a list of "**Nondiscrimination Certification Forms**" go to the **Office of Policy and Management (OPM) website** www.ct.gov/opm, then click on "**Nondiscrimination Certification**" under "**Featured Links**".

- 1.19 When a **mandatory bid conference** is required, bids submitted by contractors who have **not properly registered** and attended the mandatory pre-bid conference shall be rejected as **non-responsive**. All attendees of the pre-bid conference will be required to register. **Proper registration** means that the attendee has signed his or her name to the official roster and listed the name and address of the company he or she represents on the official roster no later than the designated start time of the pre-bid conference. Bidders are advised to register early as **no** attendee will be allowed to register *after* the advertised start time of the pre-bid conference.
- 1.20 In the event that a bidder or vendor refuses to submit the **consulting affidavit** required under subsection (b) of section 51 of Public Act 05-287, such bidder shall be *disqualified* and the award shall be made to the next lowest responsible qualified bidder or new bids or proposals shall be sought.
- 1.21 All acquisitions, agreements and contracts are subject to the provisions of the C.G.S. § 9-333n (transferred to 9-612) regarding **CAMPAIGN CONTRIBUTION RESTRICTION**.
- 1.22 Each contract between a state or quasi-public agency and a large state contractor shall provide that, if an officer, employee, or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the contractor in **retaliation** for such employee's **disclosure** of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of Section 4-61dd of the Connecticut General Statutes, the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.

Each large state contractor shall post a **notice** of the provisions of Section 4-61dd relating to large state contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

- 1.23 It is agreed that this contract shall be governed by, construed, and enforced in accordance with the **laws of the State of Connecticut**.
- 1.24 Nothing in this Agreement shall be construed as a waiver or limitation upon the **State's sovereign immunity**. To the extent this Section is found to be inconsistent with any other part of this Agreement, this Section shall control. This Section of the Agreement shall survive the completion and/or termination of this Agreement.
- 1.25 Pursuant to Connecticut General Statutes Sec. 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by any political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars, shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a **course** of at least ten hours in duration in **construction safety and health** approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268.
- 1.26 Bidders are responsible for **addenda** as noted in Article 4 of this notice. **Failure to acknowledge** all **addenda** in the space provided in Bid Proposal Form shall be cause for **rejection** of the bid.
- 1.27 The Division of Construction Services *may* reject a bid as **non-responsive** if the bidder does *not* make all required **pre-award submittals** *within* the time designated by the Division of Construction Services.

Article 2 Bid Security:

Each bid must be accompanied by a **certified check** made payable to "Treasurer, State of Connecticut," or the bid must be accompanied by a **bid bond**, in the form required by the awarding authority, having as **surety** thereto such surety company or companies acceptable to the Commissioner of the Division of Construction Services and as are authorized to do business in this State, for an amount not less than 10 percent of the bid. All **checks** submitted by **unsuccessful** bidders shall be returned to them *after* the contract has been awarded.

Article 3 Forfeit Of Bid Security:

Failure of the successful bidder to execute a contract awarded as specified and bid shall result in the **forfeiture** of the bid bond or certified check.

Article 4 Addenda And Interpretations:

No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Every **request** for such interpretation should be in writing to the awarding authority and to be given consideration *must* be received at least **ten (10) days prior** to the date fixed for the opening of bids. Any and all such **interpretations** and any **supplemental instructions** will be in the form of written **addenda** to the specifications which, *if* issued, will be posted on the **CT DAS State Contracting Portal and CT Division of Construction Services (DCS) Website** under **Doing Business with DCS/ Invitations to Bid/Construction Project Bids**. However, at the discretion of the awarding authority the addenda *may* be *mailed* no later than **seven (7) days prior** to the date fixed for the opening of bids to those prospective bidders (at the respective addresses furnished for such purposes) who do not have email accounts and request the fiscal officer to mail them the addenda; failure of any bidder to receive any such **addendum** or **interpretation** shall not release any bidder from any obligations under its bid as submitted. It shall be the **bidder's responsibility** to make inquiry as to, and to obtain, the addenda issued, if any.

Article 5 Executive Orders:

The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to **Governor Rell's Executive Order No. 7C** promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and condition. To obtain a copy of "**Governor Rell's Executive Order No. 7C**" go to **Governor Rell's** website www.ct.gov/governorrell then click on the **Executive Orders** link and then click on **Executive Order No. 7C**.

Article 6 (Intentionally left Blank)

Article 7 (Intentionally left Blank)

Article 8 Anti- Harassment Laws:

This contract is subject to Federal and state laws, including Title VII of the 1964 Civil Rights Act, 42 U.S.C. § 2000e-2(a)(1), and the Connecticut Fair Employment Practices Act, C.G.S. §46a-60 et seq., prohibit various forms of discrimination and illegal harassment in employment.

Article 9 Certificate of Legal Existence:

A **corporation** that is awarded the contract must comply with the laws of this State regarding the procurement of a certificate of authority to transact business in this State from the **Secretary of the State**. A Certificate of Legal Existence which is not older than ninety (90) days from the date of the contract signing must be filed with the Department of Construction Services' Purchasing Officer.

Article 10 Security For Faithful Performance:

10.1 Performance Bond:

On or before the contract award date, the successful bidder shall substitute for the **certified check** or **bid bond** accompanying its bid an executed **performance bond**, in the amount not less than 100 percent of the contract price, conditioned upon the faithful performance of the contract, and having as surety thereto such surety company or companies satisfactory to the Commissioner and as are authorized to transact business in this State. This bond is to be furnished pursuant to **C.G.S. § 49-41**, as revised.

10.2 Labor and Material Bond:

At this same time, the successful bidder shall submit a labor and material bond in the amount not less than 100 percent of the contract price which shall be binding upon the award of the contract to such bidder, with surety or sureties satisfactory to the Commissioner and as are authorized to transact business in this State, for the protection of persons supplying labor or materials in the prosecution of the work provided for in the contract for the use of each such person. Any such bond furnished shall have as principal the name of the successful bidder. This bond is to be furnished pursuant to **C.G.S. § 49-41**, as revised.

The following sections of the General Statutes of Connecticut, as revised, are inserted as information concerning this bond:

C.G.S. § 49-41a. Enforcement of payment by general contractor to subcontractor and by subcontractor to his subcontractors.

- (a) When any public work is awarded by a contract for which a payment bond is required by section 49-41, the contract for the public work shall contain the following provisions: (1) A requirement that the general contractor, within thirty days after payment to the contractor by the State or a municipality, 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 State or a municipality; (2) a requirement that the general 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* thirty days *after* such subcontractor receives a payment from the general contractor which encompasses labor or materials furnished by such subcontractor.
- (b) If payment is not made by the general contractor or any of its subcontractors in accordance with such requirements, the subcontractor shall set forth his claim against the general contractor and the subcontractor of a subcontractor shall set forth its claim against the subcontractor through notice by registered or certified mail. Ten days after the receipt of that notice, the general contractor shall be liable to its subcontractor, and the subcontractor shall be liable to its subcontractor, for interest on the amount due and owing at the rate of one percent per month. In addition, the general contractor, upon written demand of its subcontractor, or the subcontractor, upon written demand of its subcontractor, shall be required to place funds in the amount of the claim, plus interest of one per cent, in an interest-bearing escrow account in a bank in this State, provided the general contractor or subcontractor may refuse to place the funds in escrow on the grounds that the subcontractor has not substantially performed the work according to the terms of his or its employment. In the event that such general contractor or subcontractor refuses to place such funds in escrow, and the party making a claim against it under this section is found to have substantially performed its work in accordance with the terms of its employment in any arbitration or litigation to determine the validity of such claim, then such general contractor or subcontractor shall pay the attorney's fees of such party.
- (c) No payment may be withheld from a subcontractor for work performed because of a dispute between the general contractor and another contractor or subcontractor.
- (d) This section shall not be construed to prohibit progress payments prior to final payment of the contract and is applicable to all subcontractors for material or labor whether they have contracted directly with the general contractor or with some other subcontractor on the work.

C.G.S. § 49-42. Enforcement of right to payment on bond. Suit on bond, procedure and judgment.

- (a) Any person who performed work or supplied materials for which a requisition was submitted to, or for which an estimate was prepared by, the awarding authority and who does not receive full payment for such work or materials within sixty days of the applicable payment date provided for in subsection (a) of section 49-41a, or any person who supplied materials or performed subcontracting work not included on a requisition or estimate who has not received full payment for such materials or work within sixty days after the date such materials were supplied or such work was performed, may enforce such right to payment under the bond by serving a notice of claim on the surety that issued the bond and a copy of such notice to the contractor named as principal in the bond within one hundred eighty days of the applicable payment date provided for in subsection (a) of section 49-41a, or, in the case of a person supplying materials or performing subcontracting work not included on a requisition or estimate, within one hundred eighty days after the date such materials were supplied or such work was performed. The notice of claim shall state with substantial accuracy the amount claimed and the name of the party for whom the work was performed or to whom the materials were supplied, and shall provide a detailed description of the bonded project for which the work or materials were provided. If the content of a notice prepared in accordance with subsection (b) of section 49-41a complies with the requirements of this section, a copy of such notice, served within one hundred eighty days of the payment date provided for in subsection (a) of section 49-41a upon the surety that issued the bond and upon the contractor named as principal in the bond, shall satisfy the notice requirements of this section. Within ninety days after service of the notice of claim, the surety shall make payment under the bond and satisfy the claim, or any portion of the claim which is not subject to a good faith dispute, and shall serve a notice on the claimant denying liability for any unpaid portion of the claim. The notices required under this section shall be served by registered or certified mail, postage prepaid in envelopes addressed to any office at which the

surety, principal or claimant conducts his business, or in any manner in which civil process may be served. If the surety denies liability on the claim, or any portion thereof, the claimant may bring action upon the payment bond in the superior court for such sums and prosecute the action to final execution and judgment. An action to recover on a payment bond under this section shall be privileged with respect to assignment for trial. The court shall not consolidate for trial any action brought under this section with any other action brought on the same bond unless the court finds that a substantial portion of the evidence to be adduced, other than the fact that the claims sought to be consolidated arise under the same general contract, is common to such actions and that consolidation will not result in excessive delays to any claimant whose action was instituted at a time significantly prior to the motion to consolidate. In any such proceeding, the court judgment shall award the prevailing party the costs for bringing such proceeding and allow interest at the rate of interest specified in the labor or materials contract under which the claim arises or, if no such interest rate is specified, at the rate of interest as provided in section 37-3a upon the amount recovered, computed from the date of service of the notice of claim, provided, for any portion of the claim which the court finds was due and payable after the date of service of the notice of claim, such interest shall be computed from the date such portion became due and payable. The court judgment may award reasonable attorneys fees to either party if upon reviewing the entire record, it appears that either the original claim, the surety's denial of liability, or the defense interposed to the claim is without substantial basis in fact or law. Any person having direct contractual relationship with a subcontractor but no contractual relationship express or implied with the contractor furnishing the payment bond shall have a right of action upon the payment bond upon giving written notice

- (b) Every suit instituted under this section shall be brought in the name of the person suing, in the superior court for the judicial district where the contract was to be performed, irrespective of the amount in controversy in the suit, but no such suit may be commenced after the expiration of one year after the applicable payment date provided for in subsection (a) of section 49-41a, or, in the case of a person supplying materials or performing subcontracting work not included on a requisition or estimate, no such suit may be commenced after the expiration of one year after the date such materials were supplied or such work was performed.
- (c) The word "material" as used in section 49-41 to 49-43, inclusive, includes the rental of equipment used in the prosecution of work provided for in the contract.

Article 11 Connecticut Sales And Use Taxes:

All bidders shall familiarize themselves with the current statutes and regulations of the **Department of Revenue Services**. The tax on materials or supplies exempted by such statutes and regulations shall not be included as part of a bid.

Nonresident contractors must comply with the **provisions C.S.G. § 12-430(7), Bond requirement for nonresident contractors**, and the regulations established pursuant to that section.

Article 12 Contractor's Qualifications:

All bidders shall file with their bids a **statement of qualifications** on the appropriate form.

Article 13 Subcontractors:

As required by the **Bid Proposal Form**, each bidder shall furnish with its submitted bid, and in the place on the bid form provided for such purpose, the **names of responsible and qualified subcontractors** who are actually to perform the work required by the division or portion of the specifications listed for the base bid. **Failure to so list a subcontractor** for any division or portion of the specifications will result in the **rejection** of the entire bid.

Article 14 Not Used

Article 15 Nondiscrimination and Affirmative Action Provisions:

This section is inserted in connection with Subsection (a) of C.G.S. § 4a-60 of the General Statutes of Connecticut, as revised.

References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

- a.** (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.
- b.** If the contract is a **CT Division of Construction Services (DCS)** contract, the contractor agrees and warrants that he will make **good faith efforts** to employ **minority business enterprises** as subcontractors and suppliers of materials on such **CT Division of Construction Services (DCS)** project.
- c.** "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

- d. **Determination** of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in **CT Division of Construction Services (DCS)** projects.
- e. The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- f. The contractor shall include the **provisions** of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

Article 16 Nondiscrimination Provisions Regarding Sexual Orientation:

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

- a. (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.
- b. The contractor shall include the provisions of section (a) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

c. For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

Nondiscrimination Certification: A nondiscrimination certification is required for all State contracts, regardless of type, term, cost or value. The **appropriate form** must be **either submitted in writing with the Bid Proposal or electronically uploaded** prior to the time of the Bid Proposal submission. Please note that electronic uploading of the "Nondiscrimination Certification" is the preferred method for submission.

Instructions on how to electronically submit the "**Nondiscrimination Certification**" are available from the DAS website, "Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online": For the "**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**" go to the DAS website www.das.ct.gov link, then click on the "**State Procurement Marketplace**" link and then click on the "**Business Friendly Initiatives**" link, then click on "**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**".

For a list of "**Nondiscrimination Certification Forms**" go to the Office of Policy and Management (OPM) website www.ct.gov/opm, then click on "**Nondiscrimination Certification**" under "**Featured Links**".

Article 17 Union Labor:

Attention is called to the fact that there may be construction work now being carried on at the site at which construction is contemplated being done by union labor. This fact must be kept in mind by all bidders.

Article 18 Labor Market Area:

All bidders shall have read **Sections 31-52 and 31-52a** of the **Connecticut General Statutes**, as revised. These sections relate to the **preference of State citizens** and 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** thereof.

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

- 18.1 The names and addresses of employees utilized by the contractor and by its subcontractors and how long each such employee has resided in Connecticut.
- 18.2 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. Labor market areas are indicated on the end of this section.
- 18.3 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.
- 18.4 In the same manner as item (18.3) above, the statement shall indicate the steps taken to assure that the contractor and its subcontractors have sought out qualified residents of this State.

- 18.5 The contractor shall cooperate with and provide information to the construction supervisor or inspector of the State assigned to collect and verify the information required. The State may request that all such information be updated during the term of the contract at reasonable times.
- 18.6 All such information gathered and compiled by the State shall be forwarded to the Labor Commissioner.
- 18.7 **Pursuant to C.G.S. § 31-52b, as revised:**
"The provisions of C.G.S. § 31-52 and 31-52a shall not apply where the State or any subdivision thereof may suffer the loss of revenue granted or to be granted from any agency or department of the federal government as a result of said sections or regulative procedures pursuant thereto."

However, no exception shall be determined to be applicable unless stated in writing by the Commissioner of the Department of Construction Services
- 18.8 **Website Link:**
For guidance on the CT Department of Labor (DOL) Labor Market Areas (LMA) go to the CT-DOL website www1.ctdol.state.ct.us, then click on the "Data Tools" link, then click on the "Regional Labor Market Area" link, then click on the "Labor Market Areas" link.

Article 19 Procedure for Alleged Violation(s) of Part II – “Bidding and Contracts” of Chapter 60 - “Construction And Alterations Of State Buildings” of the CT General Statutes

The Regulations of Connecticut State Agencies establishes grievance procedures for promptly hearing and ruling on claims alleging a violation or violations of the contract bidding provisions of Part II – “Bidding and Contracts” of Chapter 60 - “Construction And Alterations Of State Buildings” of the Connecticut General Statutes (hereinafter "Chapter 60"). In view of the fact that time is normally of the essence in awarding construction contracts under Chapter 60, the grievance procedures are intended to be quick, informal and conclusive so as to avoid delays which can increase costs and jeopardize the very ability of the State to proceed with needed public works projects.

19.1 Website Links:

The “Procedure for Alleged Violation(s) of Part II – “Bidding and Contracts” of Chapter 60 of Chapter 60 - “Construction And Alterations Of State Buildings” of the CT General Statutes are available for download from the Division of Construction Services website. Follow these procedures to download the documents:

- Go to the DCS website: www.ct.gov/dcs and click on the “DCS Library” at the top of the page;
- Scroll down to “Office of Design & Construction Index of Forms & Publications” and click on “6000 Bid Phase Forms”;
- Scroll down and click on “6510 Procedure for Alleged Violation” and/or “6505 Petition of Alleged Violation”;
- Save to your computer.

Article 20 General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities:

For projects involving one (1) acre or more of soil disturbance, the Apparent Low Bidder shall submit to the Connecticut Department of Energy and Environmental Protection (CT DEEP) the Registration and plans for the General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities (CT DEEP-WPED-GP-015) within ten (10) business days of being notified of being the Apparent Low Bidder. The Owner shall be responsible for the cost of the General Permit Fee. The Apparent Low Bidder shall be responsible for notifying the CT DCS Project Manager when the Registration has been submitted to CT DEEP in order for the Owner to know when to transfer the funds to CT DEEP.

End of Section

**Design-Bid-Build
Bid Proposal Form**
Major and Minor Capital Projects
(With An Estimated Construction Cost Greater Than \$500,000)
CT DAS Procurement Services
On Behalf Of
CT Division of Construction Services

From:

Date: _____

Proposal Of

*Complete Bidder's Legal Company Name
(As Registered with the State of Connecticut, Secretary of State)*

(Bidder's Address)

(Print Contact Person's Name And Title)

**To: Department of Administrative Services
Procurement Services
165 Capitol Avenue
5th Floor East
Hartford, CT 06106**

For: (Project Number)
(Description of Project)

Dear Commissioner:

1.0 In accordance with Chapter 60 Part II of the Connecticut General Statutes, as amended, and pursuant to, and in compliance with your Invitation to Bid, the Notice to Bidders, the Contract, including the conditions thereto, the Bid Security, I (we) propose to furnish the labor and/or materials, installed as required for the project named and numbered on this Bid Proposal Form, submitted herein, furnishing all necessary equipment, machinery, tools, labor and other means of construction, and all materials specified in the manner and at the time prescribed strictly in accordance with the provisions of the Contract including, but not limited to, the specifications and/or drawings together with all addenda issued by your authority and received prior to the scheduled closing time for the receipt of the bids, and in conformity with requirements of the Awarding Authority and any laws or Departmental regulations of the State of Connecticut or of the United States which may affect the same, for and in consideration of the price(s) stated on the said Bid Proposal Form, hereof.

2.0 Lump Sum Base Bid: This Lump Sum Base Bid by me (us) on the Bid Proposal Form *includes all work* indicated on the drawings and/or described in the specifications, except:

- 2.1** Work covered by **Supplemental Bids** as may be listed on the Bid Proposal Form and General Requirements.
- 2.2** Contingent Work covered by the **Unit Prices** included within the **General Requirements**.

3.0 I (we) acknowledge and agree to the following:

- 3.1** To use and accept the **Unit Prices** in Section 01 20 00 "Contract Considerations", Division 01 as provided by the Owner in evaluating either additions to or deductions from the Work.
- 3.2** To use and accept the **Allowances** in Section 01 20 00 "Contract Considerations", Division 1, as part of the Total Contract Sum as listed in Section 7.3 of this Bid Proposal form.
- 3.3** To use and accept the **Supplemental Bids** in Section 01 23 13 "Supplemental Bids", Division 1, as provided by the Contractor, when authorized by the Owner as scheduled in Section 7.6 of this Bid proposal form.
- 3.4 Submission Of Bid Proposal And Other Bid Submittal Requirements:**
All potential bidders must **electronically upload** to CT DAS and/or **submit** to CT DAS Procurement Services (as applicable) including but not limited to **Affidavits and Certifications**.
For the requirements to submit the Bid Proposal, and submit and/or electronically upload Affidavits and Certifications, and other bidding documents, see **Article 1 of 00 21 19 Notice to Bidders - (Major & Minor Capital Projects Greater than \$500,000)**. Please note that electronic uploading of Affidavits and Certifications is the preferred method for submission.
- 3.5** To hold the bid price for ninety (90) calendar days and any extensions caused by the Contractor's delays in required submissions. The Contractor and the State may mutually agree to extend this period. The agreement to extend the 90-day period may occur after the expiration of the original 90-day period.
The apparent low bidder is required to submit key supporting documents as noted under the caption **Bid Submittal Time Line** at the end of this Section 00 41 00, within ten (10) calendar days of the bid opening, and to submit their Affirmative Action Plan to CHRO within fifteen (15) calendar days of bid opening. If there are any delays in the receipt of these materials then the Bid shall remain valid for the same additional number of days. For example, if the materials are submitted four (4) days later; then the bid shall remain valid for ninety-four (94) days.
- 3.6** To comply with the Department of Correction's **Security Regulations For Contract Forces**, Section 00 73 63.

4.0 Bid Proposal Form: This Bid Proposal Form is submitted to and in compliance with the foregoing and following conditions and/or information:

- 4.1 Award:**
- 4.1.1** All proposals shall be subject to provisions of **Article 1 of the Notice to Bidders** and for purpose of award, consideration shall be given only to Bid Proposals submitted by qualified and responsible bidders.
- 4.1.2** The award shall be made on the **lowest Lump Sum Bid** as stated in Section 7.3 of this Bid Proposal Form and any or all **Supplemental Bids** as stated in Section 7.6 of this **Bid Proposal Form**, taken sequentially, as applicable, provided funds are available.
- 4.1.3** In the event of any **discrepancy** between the amount written in words and the amount written in numerical figures, the amount written in words shall be controlling.
- 4.2 Commencement And Acceptance (Article 4 General Conditions):**
- 4.2.1** The General Contractor shall commence Work within **fourteen (14) calendar days** after receiving "Construction Start Date and Notice To Proceed" by the Commissioner or the authorized representative and continue for _____ () calendar days for completion of the project.

4.3 Liquidated Damages: (Article 8, General Conditions):

4.3.1 The General Contractor shall be assessed \$_____ per day for each calendar day *beyond* the Date established for Substantial Completion of the Contract according to the **Contract Time** as defined in Article 1.28 of the General Conditions, and not otherwise excused or waived pursuant to the Contract Documents, as defined in Article 1.23 of the General Conditions.

4.3.2 The General Contractor shall be assessed \$_____ per day for each calendar day *beyond* ninety (90) days *after* the date of said Substantial Completion that the Contractor fails to achieve **Acceptance**, as defined in Article 1.1 of the General Conditions and not otherwise excused or waived as described above.

4.4 Contractor's Insurance Required: (Article 35, General Conditions):

4.4.1 The **limits of liability** for the Insurance required for this project shall be those listed in Article 35 of the General Conditions.

4.4.2 Special Hazards Insurance Required:

Type "X", "C", "U" – Explosion, Collapse, Underground in accordance with Article 35 of the General Conditions.

4.4.3 Builders Risk Insurance:

The General Contractor shall maintain Builder's Risk insurance providing coverage for the entire Work at the project site, and shall also cover portions of the Work located away from the site but intended for use at the site, and shall also cover portions of the Work in transit. Coverage shall be written on an All-Risk, Replacement Cost, and completed Value Form basis in an amount at least equal to the projected completed value of the Work and the policy shall state that it is for the benefit of and payable to the state of Connecticut.

4.4.4 Owners And Contractor Protective Liability Insurance:

The General Contractor shall maintain **Owner's and Contractor's Protective Liability** insurance providing a total limit of **\$1,000,000** for all damages arising out of bodily injury or death of persons in any one accident or occurrence and for all damages arising out of injury or destruction of property in any one accident or occurrence and subject to a total (aggregate) limit of **\$2,000,000** for all damages arising out of bodily injury to or death of persons in all accidents or occurrences and out of injury to or destruction of property during the policy period. This coverage shall be for and in the name of the State of Connecticut.

4.4.5 Umbrella Liability Insurance:

This project requires **Umbrella Liability Insurance** in the amount of \$_____.

4.5 Not Used

4.6 State of Connecticut Set-Aside Program Requirements:

The General Contractor on this project shall be required to award not less than the percentage stated in the Invitation to Bid to contractors who are currently certified and eligible to participate under the State of Connecticut Set-Aside Program for **Small Business Enterprise (SBE)** contractors, including the percentage stated in the Invitation to Bid to currently certified and eligible **Minority Business Enterprise (MBE)** contractors, in accordance with Connecticut General Statutes Section 4a-60g.

4.6.1 This requirement *must be met even if* the **General Contractor** is *certified* and *eligible* to participate in the **Small Business Set-Aside Program**. To facilitate compliance with this requirement for set-aside subcontractors, the three (3) **apparent low bidders** will have ten (10) calendar days from the date of bid opening within which to submit a **list of certified set-aside contractors** to be used on this project along with the **dollar amounts** to be paid to each, on the form provided (Section 00 73 27 Set-Aside Contractor Schedule), and a copy of their **current certification** must be attached. This information will be considered as part of your Bid Proposal Form and **failure** to comply with any portion of this requirement within the ten (10) days, including but not limited to **failure** to list or meet the necessary dollar amount or percentage of the bid price will be cause to **reject** your bid.

- 4.7 Bidder's Qualification Statement and Objective Criteria for Evaluating Qualifications of Bidders:**
- 4.7.1** Information in regards to the General Contractor's and the Named Subcontractor's Bidder's Qualification is submitted and is made part of this Bid Proposal Form. **Note: Individual Specification Sections may contain General Contractor and/or Subcontractor Qualification requirements that exceed those in Section 00 45 15, "Objective Criteria Established for Evaluating Qualifications of Bidders."**
- 4.7.1.1** The **General Contractor** is required to complete the **General Contractor Bidder's Qualification Statement** in Section 00 45 14.
- 4.7.1.2** Any **Named Subcontractor** as listed in **Schedule 7.5.1** of this **Bid Proposal Form** is required to complete the **Named Subcontractor Bidder's Qualification Statement** in Section 00 45 17. To facilitate compliance with this requirement, the three (3) apparent low bidders will have **ten (10)** calendar days, from the bid opening date, to submit the completed **Named Subcontractor Bidder's Qualification Statement** as required in Section 00 45 17. This information will be considered as part of your Bid Proposal Form and failure to comply with any portion of this requirement will be **cause to reject** your bid.
- 4.7.2** The **Objective Criteria for Evaluating Bidders** that are included in Division 0, Section 00 45 15, of this Project Manual, is to assure that the State of Connecticut will secure the "lowest responsible and qualified bidder" who has the ability and capacity to successfully complete the Bid Proposal Form and the Work.
- 4.8 Nondiscrimination and Labor Recruitment:**
- 4.8.1** The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to [Executive Order No. 7C](#) of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
- 4.9.1** The U. S. Secretary of Labor's latest decision and the State of Connecticut Wage Schedule are all incorporated in the documents. The higher rate (Federal or State) for any given occupation shall prevail. At the time of bidding, the bidder agrees to accept the current prevailing wage scale, as well as the annual adjustment to the prevailing wage scale, as provided by the Connecticut Department of Labor.
- 4.10 Certification of Bidder Regarding Equal Employment Opportunity & Non-Segregated Facilities:**
- 4.10.1** The General Contractor and Subcontractors are hereby advised that upon acceptance of their bids they are obligated to fill out within seven (7) calendar days the certification required pursuant to Executive Order No. 11246, and agree to certify to the compliance of non-segregated facilities.
- 4.11 Equals And Substitution Requests Procedures:**
- 4.11.1** All submissions requesting "Equals and/or Substitutions" shall be made by the **Contractor** in accordance with **Article 15** of the **General Conditions** and **Section 01 25 00** of the **General Requirements**. All submissions shall contain all the information necessary for the Division of Construction Services (CT DCS) to evaluate the submission and the request. Failure to submit sufficient information to make a proper evaluation, including submittal of data for the first manufacturer listed as well as the data for the "Equals and/or Substitutions" proposed, shall result in a **rejection** of the submission and request. Upon receipt of the submission and request the Division of Construction Services shall notify the Contractor the request has been received and as soon as possible shall render a decision on such submission and request.

- 4.11.2 **Pre-Bid Opening Substitution of Materials and Equipment:** The Owner will consider requests for equals or substitutions *if* received **fourteen (14) days prior** to the **Bid Opening**. The **Equal or Substitute Product Request Form 7001** must be used to submit request. This **form** may be found on the **CT DCS Website (www.ct.gov/dcs)** in the **DCS Library**, located at the top of the webpage.
 - 4.11.3 Request for Equal or Substitution shall be submitted to the **CT DCS Project Manager and Architect or Engineer**.
 - 4.11.4 Any substitution request not complying with requirements will be denied. Substitution request sent *after* the **deadline** will be denied.
 - 4.11.5 An **Addendum** shall be issued to inform all prospective bidder of any accepted substitution in accordance with our addenda procedures.
 - 4.11.6 No extension of time will be allowed for the time period required for consideration of any Substitution or Equal.
 - 4.11.7 **Post Contract Award Substitution of Materials and Equipment:** All Requests for "Equals and Substitutions" *after* the Award of the Contract shall be made *only* by the **General Contractor** in accordance with Article 15, Materials: Standards, Section 00 72 00 General Conditions Of The Contract For Construction.
- 5.2 **A Bid Bond** having as surety thereto a Surety Company or Companies authorized to transact business in the State of Connecticut and made out in the penal sum of 10% of the bid.
- 5.3 **Checklist of Included Items with Bid Proposal at Time Of Bid Proposal Submittal:**

Important:		
Item	A. All forms below must be either uploaded to the DAS website or included when you submit your bid package. B. Failure to submit any of items marked below with an asterisk (*) shall cause rejection of the bid and shall not be considered a minor irregularity under CGS 4b-95.	Location
Include the following in the Bid Package to DAS Procurement Services:		
1*	Bid Proposal Form	00 41 00
2	Certificate (of authority)	00 40 14
3*	Department of Administrative Services Pre-qualification Certificate	00 40 15
4*	Department of Administrative Services Update Statement	00 40 15
5*	Standard Bid Bond or Certified Check	00 43 16
6	General Contractor Bidder's Qualification Statement	00 45 14
7	SEEC Form 10	SEEC Website
Include the following in the Bid Package to DAS Procurement Services or upload the following to the DAS Website prior to the time of the Bid Proposal Submission:		
1*	Ethics Affidavit (Regarding State Ethics) – OPM Ethics Form 6	OPM Website
2*	Gift and Campaign Contribution Certification – OPM Ethics Form 1	OPM Website
3*	Consulting Agreement Affidavit – OPM Ethics Form 5	OPM Website
4	Iran Certification – OPM Ethics Form 7	OPM Website
5	Nondiscrimination Certification – Form A, B, C, D, or E	OPM Website

6.0 Bid Proposal Declaration: I (we), the undersigned, hereby declare that I am (we are) the only person(s) interested in the Bid Proposal and that it is made without any connection with any other person making any Bid Proposal for the same work. No person acting for, or employed by, the State of Connecticut is directly or indirectly interested in this Bid Proposal, or in any Contract which may be made under it, or in expected profits to arise therefrom. This Bid Proposal is made without directly or indirectly influencing or attempting to influence any other person or corporation to bid or refrain from bidding or to influence the amount of the Bid Proposal of any other person or corporation. This Bid Proposal is made in good faith without collusion or connection with any other person bidding for the same work and this proposal is made with distinct reference and relation to the plans and specifications prepared for this Contract. I (we) further declare that in regard to the conditions affecting the Work to be done and the labor and materials needed, this Bid Proposal is based solely on my (our) own investigation and research and not in reliance upon any representations of any employee, officer or agent of the State.

7.0 Class of Work: In accordance with C.G.S. §4b-93 (a): *“Every contract subject to this chapter shall include plans and specifications detailing all labor and materials to be furnished thereunder. Such specifications shall have a separate section for each of the following classes of work if, in the estimate of the awarding authority, the class of work will exceed twenty-five thousand dollars: (1) Masonry work; (2) electrical work; (3) mechanical work other than heating, ventilating and air conditioning work; and (4) heating, ventilating and air conditioning work. Such specifications shall also have a separate section for each other class of work for which the awarding authority deems it necessary or convenient.”*

Each **Class of Work** set forth in a separate section of the specifications in accordance with the requirements of C.C.S. §4b-93 shall be a **“Named Subcontractor”** in this **Bid Proposal Form** and listed in **Schedule 7.5.1 Named Subcontractors** and shall be the matter of a Subcontract made in accordance with the procedures set forth in C.G.S. §4b-96 **Subcontract, form.**

7.1 The undersigned proposes to furnish all labor and materials required for:

Project Number: _____
Project Title: _____

In accordance with the accompanying Plans and Specifications for the Contract Sum specified in **Section 7.3 Proposed Contract Price** is subject to **additions** and **deductions** according to the terms of the specifications that were:

Prepared by: _____

(Name & Address of Engineer/Architect)

7.2 This Bid Proposal includes _____ number of **Addenda/Addendum**.

7.2.1 The **Contractor is to fill in item 7.2 above**, acknowledging the number of Addenda that the Contractor is including in the Bid Proposal Form. Failure to acknowledge all **addenda** in the space provided in the Bid Proposal Form shall be cause for **rejection** of the bid.

7.3 Proposed Contract Price Is As Follows:

\$

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 ,

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 .

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(Place figures in appropriate boxes.)

Dollars

_____ Dollars
(Written Amount)

7.3.1 In accordance with **Section 4.6 State of Connecticut Set-Aside Program Requirements**, not less than the percentage stated in the Invitation to Bid must be awarded to Certified **Small Business Enterprise (SBE)**, including the percentage stated in the Invitation to Bid for Certified **Minority Business Enterprises (MBE)**. **Failure** to meet this requirement will be cause to **reject** your Bid.

7.4. **Not Used**

7.5 Named Subcontractors: Named Subcontractors and their Proposed Subcontract Price must be listed for the Subcontractors identified in Schedule 7.5.1 Named Subcontractors.

Important Note:	Failure To Properly Complete This Section According To The Below Instructions Shall Result In Rejection Of The Bid.
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The General Contractor shall provide the Name of the Subcontractor and their Proposed Subcontract Price (Amount Dollars) for each Class of Work listed in Schedule 7.5.1 Named Subcontractors as follows:

Schedule 7.5.1 – Named Subcontractors				
Class of Work Descriptions	Name of Subcontractor	Amount Dollars	Labor & Material Payment Bond	Performance Bond
1. Masonry		\$ _____	_____ %	_____ %
2. Electrical		\$ _____	_____ %	_____ %
3. HVAC		\$ _____	_____ %	_____ %
4. Mechanical* <small>*(except HVAC)</small>		\$ _____	_____ %	_____ %
Other Class Of Work Descriptions	Name of Subcontractor	Amount Dollars	Labor & Material Payment Bond	Performance Bond
5. _____		\$ _____	_____ %	_____ %
6. _____		\$ _____	_____ %	_____ %
7. _____		\$ _____	_____ %	_____ %
8. _____		\$ _____	_____ %	_____ %

On and after October 1, 2007, **no** person whose **subcontract** exceeds five hundred thousand dollars in value may perform work as a **subcontractor** on a project estimated to cost more than five hundred thousand dollars, *unless* the person is **prequalified** in accordance with section 4a-100, as amended by **Public Act 06-134**.

- 7.5.2** List the *name* and *price* of each **Named Subcontractor** that will perform the **work** of the trades listed in **Schedule 7.5.1**.
- 7.5.3** The **General Contractor** *may* list **itself** together with its **price (failure to provide both will be cause for rejection)**, *if* it customarily performs any of the trades specified. *If* the General Contractor leaves the spaces for a specific "Trade Description" *completely blank*, it will be *assumed* that the General Contractor will perform **all the Work for that trade**.
- 7.5.4** *If* the General Contractor requires a **Performance** and/or **Labor and Material Payment Bond**, *then* the General Contractor must indicate in Schedule 7.5.1 which of the Named Subcontractors are subject to this requirement. The amount (%) shall not exceed the Named Subcontractor's price listed in Schedule 7.5.1.
- 7.5.5** The undersigned *agrees* that each of the **Named Subcontractors** listed in Schedule 7.5.1 of the Bid Proposal Form will be used for the **Work indicated at the amount stated**, *unless* a **substitution** is permitted by the awarding authority as provided for in section 00 21 19 Notice to Bidders.

7.6 Supplemental Bid: Any **Supplemental Bids** listed in Schedule 7.6.1, *if* accepted by the Owner, will be taken cumulatively and in numerical order as scheduled. No Supplemental Bid will be skipped or taken out of numerical order as scheduled. Supplemental Bids: Division 1, Section 01 23 13 of the **General Requirements** identifies and describes the Supplemental Bids as shown in Schedule 7.6.1.

Schedule 7.6.1 – Supplemental Bids	
Supplemental Bid No.: 1	Provide all labor, material and equipment to complete the Work in accordance with Division 1, Section 01 23 13.
ADD:	_____ Dollars \$ _____ . <i>(Written Amount)</i>
Supplemental Bid No.: 2	Provide all labor, material and equipment to complete the Work in accordance with Division 1, Section 01 23 13.
ADD:	_____ Dollars \$ _____ . <i>(Written Amount)</i>

- 7.7 Contractor Provided Unit Prices** are not needed for this project.
- 7.8** The **undersigned** agrees that *if* selected as the General Contractor, I (we) shall, within **seven (7)** calendar days (legal State holidays excluded) *after* notification thereof by the awarding authority, **execute a Contract** in accordance with the terms of this Bid Proposal Form and Contract.
- 7.9** The undersigned agrees and warrants that they have 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 their **employment practices and procedures** as they relate to the current provisions of the Connecticut General Statutes governing Contract requirements.

8.0 Confidentiality of Documents:

- 8.1** The **undersigned** agrees that if not selected as the General Contractor for this project, all plans and specifications in their possession for the project shall be destroyed.
- 8.2** The **undersigned** agrees that if selected as the General Contractor for this project:
 - 8.2.1** The **plans and specifications** shall not be disseminated to anyone except for construction of this project.
 - 8.2.2** The following **provision** shall be included in all of its contracts with subcontractors and sub-consultants:

“Any and all drawings, specifications, maps, reports, records or other documents associated with the contract shall only be utilized to the extent necessary for the performance of the work and duties under this contract. Said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this contract. No other disclosure shall be permitted without the prior written consent of the Division of Construction Services. When any such drawings, specifications, maps, reports, records or other documents are no longer needed, they shall be destroyed.”
 - 8.2.3** Upon completion of the construction and the issuance of a certificate of occupancy, the plans and specifications shall be returned to the Division of Construction Services, or destroyed, or retained in a secure location and not released to anyone without first obtaining the permission of the Division of Construction Services.

9.0 A duly authorized representative of the Bidder or Bidder’s partnership, firm, corporation or business organization must sign all Bid Proposals Forms.

Important Note:	No Facsimile Signature Is Permitted. All Information Below Is To Be Filled In By The Bidder.
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Project Number	_____			
Contact Person	_____			
Firm Name	_____			
	Complete BIDDER'S LEGAL COMPANY NAME <i>(As Registered With The State Of Connecticut, Secretary Of State)</i>			
General Contractor's State of Connecticut, D.C.P. License/ Registration No.	_____			
	<i>(Applicable for Threshold Building projects only. Insert "N/A" if not applicable. Refer to page 1)</i>			
Firm Federal Employer Identification Number	_____			
Firm CT Tax Registration Number	_____			
Firm Address	_____	_____	_____	_____
	Street	City	State	Zip Code
Telephone Number	_____			
FAX Number	_____			
E-mail Address	_____			
Type of Business (check one):	Corporate Seal, <i>if a Corporation</i>			
<input type="checkbox"/> Corporation	<div style="border: 1px solid black; width: 150px; height: 80px; margin: 0 auto;"></div>			
<input type="checkbox"/> Limited Liability Corporation (LLC)				
<input type="checkbox"/> Partnership				
<input type="checkbox"/> Sole Proprietor				
<input type="checkbox"/> Doing Business As (d/b/a), if yes, provide complete name below:				
_____	Provide Exact Wording on Corporate Seal below:			
_____	_____			
_____	_____			
<p>This Bid Submission is only for Contractors who are Certified in the DAS Prequalification Classification noted in the Invitation to Bid.</p> <p>*A Certificate (of Authority) (Section 00 40 14) must be submitted with your Bid Proposal.*</p>				
Signed this	_____	day of	_____	20
Bidder's Signature	_____		_____	
	Duly Authorized		Title	
	_____		_____	
	<i>(Print Name)</i>		<i>(Date)</i>	

The apparent three low bidders are required to submit key supporting documents as noted below, while the apparent low bidder is required to submit his Affirmative Action Plan to CT DAS CHRO and his **“General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities”** to CT DEEP as noted below. If there are any delays in the receipt of these materials then the Bids shall remain valid for the same additional number of days. For example, since the apparent three low bidders are required to hold the bid price for ninety (90) calendar days and any extensions caused by the Contractor’s delays in required submissions, if materials are submitted four (4) days later, then the bid shall remain valid for ninety-four (94) days.

Failure to meet the below stated deadlines may result in rejection of the bid at the sole discretion of the Commissioner of Administrative Services.

Bid Submittal Time Line to CT DAS Procurement Services:

Submittals Due Within 10 Calendar Days After Set-Aside Contractor Schedule Request:
 (From the Apparent Three Low Bidders):

1. Section 00 73 27 Set-Aside Contractor Schedule
2. Listing of certified set aside contractors Subs with name, address, amount and whether a subcontractor or a supplier or both
3. DAS Set-Aside Subcontractor Certificate of Eligibility (SBEs & MBEs)
4. Section 00 45 17 Named Subcontractor Bidder’s Qualification Statements
5. Named Subcontractor’s DAS Prequalification Certificate, when applicable

Submittals Due Within 15 Calendar Days After Request For Affirmative Action Plan And Employment Information Letter:
 (From the Apparent Low Bidder):

1. Affirmative Action Plan to CT DAS CHRO
2. Affirmative Action Plan Transmittal Letter Copy to CT DAS Procurement Services
3. Section 00 73 53 Affidavit for Certified Subcontractors as MBEs
4. Section 00 73 44 Wage Certification to DOL
5. On your letterhead, list of all named subcontractors, address and contact person
6. Scope Review conducted

New: Submittal Due Within 10 Business Days After Request For “General Permit For The Discharge Of Stormwater And Dewatering Wastewaters From Construction Activities” Letter:
 (From the Apparent Low Bidder, for projects involving one [1] acre or more of soil disturbance):

1. Registration and plans for the “General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities (CT DEEP-WPED-GP-015)” (see Section 00 21 19 Notice to Bidders for more information) to CT Department of Energy and Environmental Protection (CT DEEP);
2. Copy of registration and transmittal letter for the “General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities” to CT DAS Procurement Services.

Submittals Due Within 10 Business Days After The Letter Of Intent:

1. Section 00 62 16: Insurance Certificate Form
2. Section 00 92 10: Performance Bond
3. Section 00 92 10: Labor & Material Bond
4. Section 00 92 10: Surety Sheet
5. Power of Attorney from the Surety Company
6. Section 00 40 14: Certificate (of authority)
7. Section 00 62 16.1: Asbestos Abatement Liability Insurance (for asbestos abatement only)
8. Motor Vehicle Pollution Liability for Asbestos Abatement (for asbestos abatement only)
9. Section 00 92 30: Verified Nonresident General/Prime Contractors must submit a copy of their “Notice of Verified Status” from the CT Department of Revenue Services (DRS). Unverified Nonresident General/Prime Contractors must submit a copy of their signed and sealed Form AU-964 “Surety Bond and Release” and a copy of Form AU-965 “Acceptance of Surety Bond” from the DRS.
10. Section 00 92 10: Bidder’s Certificate: Financial Position & Corporate Structure
11. Section 00 52 03: Contract
12. Section 00 52 73: Subcontract Agreement Form (Named & Listed)
13. Affidavit Regarding State Ethics – for each Named Subcontractor
14. Certificate of Legal Existence from Corporations

Important Note:	<u>All of the submittals described above shall be submitted directly to:</u> Department of Administrative Services - Procurement Services 165 Capitol Avenue, 5th Floor East, Hartford, CT 06106
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End of Section 00 41 00 Bid Proposal Form

**Design-Bid-Build
Named Subcontractor
Bidder's Qualification Questionnaire**

If a question or request for information does **not** pertain to your organization in any way, use the symbol "NA" (Not Applicable). Use additional 8 1/2" x 11" sheets with your letterhead as necessary.

1. Indicate exactly the Name by which this organization is known and current location:

Firm Name _____
& Current _____
Location: _____

2. How many years has this organization been in business under its present business name?

Years: _____

3. How many years has this organization been in business as a Subcontractor?

Years: _____

4. If this organization has not always been a Subcontractor, list the trade(s) that your firm customarily performed prior to the time that you became a Subcontractor:

4.1 _____
4.2 _____
4.3 _____

5. Indicate all other names by which this organization has been known and the length of time known by each name:

5.1 _____
5.2 _____
5.3 _____

6. This firm is a:

Corporation:
Partnership:
Sole
Proprietorship:
Joint Venture:
Other: _____

7. Attach resumes of all supervisory personnel, such as Principals, Project Managers, and Superintendents, who will be directly involved with the project on which you are now a bidder. Indicate the number of years of construction experience and number of years of which they were in a Supervisory capacity.

8. List all sub-trades which your firm customarily performs with own employees – this table must be completed for electrical and mechanical trades for all projects, and also for all named trades for threshold projects.

Trade	Name of License holder	State of CT D.C.P. License/Registration No. Format: Prefix-Number-Suffix
8.1		
8.2		
8.3		
8.4		
8.5		

9. **Trade References:** Names, addresses and telephone numbers of several firms with whom your organization has regular business dealings (attach separate sheets as necessary):

10. **All Construction Projects** your organization has in process (attach separate sheets using the following format as necessary):

10.1 Specific Title & Location: _____

10.2 Contract Amount: _____

10.3 Description of your scope of work performed: _____

10.4 Owner: _____

10.5 General Contractor: _____

10.6 Designer: _____

10.7 Start Date: _____

10.8 Finish Date: _____

*10.9 Any complaint on Quality or Management: _____

10.10 Owners Representative: _____ (Name) _____ (Phone Number)

10.11 G.C. Representative: _____ (Name) _____ (Phone Number)

*Please attach a separate sheet explaining any negative entry in this row.

11. All Construction Projects your organization has completed in the past Five (5) years or the Twenty(20) projects most recently completed (attach separate sheets using the following format as necessary):
- 11.1 Specific Title & Location: _____
- 11.2 Contract Amount: _____
- 11.3 Description of your scope of work performed: _____
- 11.4 Owner: _____
- 11.5 General Contractor: _____
- 11.6 Designer: _____
- 11.7 Start Date: _____
- 11.8 Finish Date: _____
- *11.9 Any complaint on Quality or Management: _____
- 11.10 Owners Representative: _____ (Name) _____ (Phone Number)
- 11.11 G.C. Representative: _____ (Name) _____ (Phone Number)

*Please attach a separate sheet explaining any negative entry in this row.

12. Has your organization ever failed to complete a contract, or has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract? If so, describe below the circumstances leading to the project failure and the name of the company which provided the bonding for the failed contract(s):

13. List all legal or administrative proceedings currently pending or concluded adversely within the last five years which relate to procurement or performance of any public or private construction contracts. (Exclude OSHA violations which are called for elsewhere in this statement).

13.1 Attached:

13.2 N/A:

14. List all willful or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the bid, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act or Occupational Safety and Health Act of 1970. Indicate whether these were abated within the time fixed by the citation or whether the citation was appealed. If appealed what is the status or disposition.

14.1 _____

14.2 _____

14.3 _____

15. Has your organization had any criminal convictions related to the injury or death of any employee in the three-year period preceding the bid. Please list any such convictions below.

15.1 _____

15.2 _____

15.3 _____

Dated at _____

Signed this _____ day of _____, 20 _____

Name of Organization: _____

Signature; _____

(Print Name) _____

Title _____

Notary Statement:

Mr./Mrs./Ms. _____ being duly sworn

deposes and says that he/she is the _____ of
(Position or Title)

_____, and that the answers to the foregoing
(Firm Name)

questions and all statements therein contained are true and correct.

Subscribed and sworn before me this _____ day of _____, 20 _____

Notary Public _____

My Commission Expires _____, 20 _____

This form must be submitted for each of the Named Subcontractors, within ten (10) calendar days from the bid opening, to the State of Connecticut, Department of Administrative Services Procurement Services, 165 Capitol Ave. Hartford, CT 06106, Room G-35.

End of Section 00 45 17
DBB Named Subcontractor Bidder's Qualification Statement

Design-Bid-Build Subcontract Agreement Form

In accordance with the requirements of Section 4b-96 of the Connecticut General Statutes, the Contractor selected for the Contract shall provide to each of its listed or substitute subcontractors the relevant subcontract, along with a notice setting forth the time limit for execution of such subcontract. The Contractor selected for the Contract shall file with the CT Division of Construction Services (and a copy to CT DAS Procurement Services) an executed copy of each subcontract within ten (10) days (Saturdays, Sundays and legal holidays excluded) of presentation of the subcontract to each subcontractor. Each subcontract shall include at least the provisions set forth in the **Subcontract** form found in Section 4b-96 and shall follow the order of the **Subcontract** form.

Sec. 4b-96. (Formerly Sec. 4-137g). Subcontract, form. Procedure on failure of subcontractor to execute subcontract. General bidder's responsibilities.

Within five days after being notified of the award of a general contract by the awarding authority, or, in the case of an approval of a substitute subcontractor by the awarding authority, 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 this section and (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 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 awarding authority. When seeking approval for a substitute subcontractor, the general bidder shall provide the awarding authority 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 awarding authority 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 awarding authority a copy of each executed subcontract within ten days, Saturdays, Sundays and legal holidays excluded, of presentation of a subcontract to such subcontractor. The subcontract shall be in the following form:

(See page 2)

Subcontract

THIS AGREEMENT made this day of , 20, by and between a corporation organized and existing under the laws of (a partnership consisting of) (an individual doing business as) hereinafter called the "Contractor" located at (insert complete address)_____, and a corporation organized and existing under the laws of (a partnership consisting of) (an individual doing business as) hereinafter called the "Subcontractor", located at (insert complete address)_____.

WITNESSETH that the Contractor and the Subcontractor for the considerations hereafter named, agree as follows:

1. The Subcontractor agrees to furnish all labor and materials required for the completion of all work specified in Section No. of the specifications for (Name of Subtrade) and the plans referred to therein and addenda No. , and for the (Complete title of project and the project number taken from the title page of the specifications) all as prepared by (Name of Architect or Engineer) for the sum of (\$) and the Contractor agrees to pay the Subcontractor said sum for said work. This price includes the following alternates:

Supplemental No. (s) , , , , , , .

(a) The Subcontractor agrees to be bound to the Contractor by the terms of the hereinbefore described plans, specifications (including all general conditions stated therein which apply to his trade) and addenda No. , , , and , and , and to assume to the Contractor all the obligations and responsibilities that the Contractor by those documents assumes to the (Awarding Authority) , hereinafter called the "Awarding Authority", except to the extent that provisions contained therein are by their terms or by law applicable only to the Contractor.

(b) The Contractor agrees to be bound to the Subcontractor by the terms of the hereinbefore described documents and to assume to the Subcontractor all the obligations and responsibilities that the Awarding Authority by the terms of the hereinbefore described documents assumes to the Contractor, except to the extent that provisions contained therein are by their terms or by law applicable only to the Awarding Authority.

2. The Contractor agrees to begin, prosecute and complete the entire work specified by the Awarding Authority in an orderly manner so that the Subcontractor will be able to begin, prosecute and complete the work described in this subcontract; and, in consideration thereof, upon notice from the Contractor, either oral or in writing, the Subcontractor agrees to begin, prosecute and complete the work described in this Subcontract in an orderly manner in accordance with completion schedules prescribed by the general contractor for each subcontract work item, based on consideration to the date or time specified by the Awarding Authority for the completion of the entire work.

3. The Subcontractor agrees to furnish to the Contractor, within a reasonable time after the execution of this subcontract, evidence of workers' compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Awarding Authority by the Contractor.

4. The Contractor agrees that no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first forty (40) days following the calendar month in which the claim originated.

5. This agreement is contingent upon the execution of a general contract between the Contractor and the Awarding Authority for the complete work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written.

SEAL

(Type in Name of Subcontractor here)

WITNESS: _____ By: _____ / /
Its _____, Duly Authorized Date

Print Name: _____ **Print Name:** _____

SEAL

(Type in Name of Contractor here)

WITNESS: _____ By: _____ / /
Its _____, Duly Authorized Date

Print Name: _____ **Print Name:** _____

End
Section 00 52 73
DBB Subcontract Agreement Form

2.2 - Option 2

Construction Manager At Risk (CMR):

2.2.1 *CMR Best Value Based Selection Procedure*

CMR Best Value Based Selection Procedure:

The below example of a “**CMR Best Value Based Selection Procedure**” is extracted from **Section 00 24 19.2 Project Scope, Proposal Submittal Requirements, Evaluation, & Selection Procedures CMR (GMP)** of the **Construction Manager At Risk (CMR) Request for Proposals (RFP) - Volume 1 of 1**.

12.0 CMR Best Value Based Selection Procedure:

The CMR Selection Procedure utilizes a “Best Value Based Selection” where the project’s “Qualitative Criteria Components” and “Total Cost Components” are both requisites for selection.

12.1 CMR Selection Interview - Qualitative Criteria:

The CMR Selection /Interview Panel shall Interview each shortlisted CMR Proposer and at the end of each Interview they shall evaluate **six (6) “Qualitative Criteria Components”** of the CMR’s Proposal to determine rating scores based upon the established Qualitative Criteria and Rating Point Values for the project as follows:

Item	Six (6) Qualitative Criteria Components – Rating Points Table:	Points Values
.1	Experience: The CMR proposer has verifiable construction management at risk experience with a client group that demonstrates the proposer’s performance can best satisfy CT-DCS project needs.	10
.2	Project Organization, Personnel Experience and Qualifications: Confirmation that the Proposer’s professional and personnel staff who will serve as <u>primary project staff</u> possess appropriate project experience and can demonstrate successful related construction management work experience and construction manager at risk experience; with evaluation emphasis placed on the technical expertise and credentials of the proposed project staff. This evaluation will focus on the proposed project superintendent, plus the field support staff. This same staff shall be identified in the CMR Agreement. [NOTE: 50% of the rating is based on the Superintendent and key “on site” project staff and 50% is based on the balance of CMR Project Organization.]	30
.3	Project Approach and Preliminary Project Plan: In the response to the RFP, the proposer shall demonstrate its approach to the construction management at risk process indicating a clear understanding of the purpose, service, scope, and objectives of this RFP. The CMR Qualitative Proposal will include the Proposed Project Plan and General Construction Schedule, plus other detail, as appropriate, for example a preliminary site utilization plan, etc. The submission shall include information related to the CMRs approach and prior success related to Subcontractor Coordination, Management of Sub Contractors, Budget Performance; Schedule Performance, Claims Avoidance, and effective Project Closeout (90 day goal).	15
.4	Past Performance on CMR projects, GC Projects, Or Other Relevant Performance Data: The proposer shall include in the RFP response specific Project Examples, Reference Contracts and other relevant information to allow CT DCS to evaluation the CMR’s past performance on related government and or private sector construction management contracts. [NOTE: CT DCS shall base much of this past performance rating on the material submitted as part of the resubmitted CMR QBS Submittal Booklet Package]	15
.5	Schedule Performance: Project Schedule compliance is very important. The CMR proposal shall include examples of past scheduling performance, on time project delivery, in-house scheduling capabilities, and successful schedule recovery on past projects. Related Owner references shall be furnished. Preliminary schedule comments on this project may be included as well as ideas on proactive approaches to achieve the schedule. The RFP Package includes information on the planned projects duration. A diagrammatic schedule, a bar chart or a similar simple illustrative format detailing the project delivery schedule for completion is requested. [The Project construction duration may be refined as part of the planned GMP buy out process. However, any changes that alter the Substantial Completion Date or the Acceptance Date shall require the prior written approval of the Owner.]	20
.6	Safety Record: The CMR Proposers will be rated based on their past safety record and their proposed safety program.	10
Total Possible Qualitative Points		100

12.2 CMR Selection Interview - Criteria Components Grading:

At the end of all Interviews they shall evaluate the “Qualitative Criteria Components” of the CMR’s Proposal to determine rating scores based upon on established Qualitative Criteria and Rating Point Values for the project as follows:

Grades	Rating Points	Criteria Components Grading
A	100	Grade is reserved only for a Proposal that exceeds the minimum expectations and requirements of the specific Criteria Component in the Request for Proposals.
B	85	Grade is for a Proposal that completely fulfills the minimum expectations and requirements of the specific Criteria Component in the Request for Proposals.
C	70	Grade is for a Proposal that barely (i.e. within a lower standard) fulfills the minimum expectations and requirements of the specific Criteria Component in the Request for Proposals.
D	50	Grade is for a Proposal that does not properly fulfill the minimum expectations and requirements of the specific Criteria Component in the Request for Proposals.

12.2.1 Quality Incentive Factor:

The CT DCS Best Value Selection objective is to select the most highly qualified CMR Firm while taking its proposed costs into consideration. The Best Value Selection should be biased toward the most highly Qualified Firm. Therefore, two (2) adjustments shall be made to each CMR’s Total Average Qualitative Point score as indicated in the **Quality Incentive Factor Table** below:

Quality Incentive Factor Table:

- .1 CT DCS will adjust the Total Average Qualitative Points score via the following Quality Incentive Factors. This reflects CT DCS’s preference for the more highly Qualified Firms. Each Firm’s Total Average Qualitative Points will be adjusted per the following table:

CMR’s Total Average Qualitative Points (Rounded to nearest whole number.)		Quality Incentive Factor		Adjusted CMR’s Total Average Qualitative Points (Rounded to nearest whole number.)
95 → 100	x	1.20	=	114 → 120
90 → 94	x	1.15	=	104 → 108
85 → 90	x	1.10	=	94 → 99
80 → 84	x	1.05	=	84 → 88
70 → 79	x	1.00	=	70 → 79
0 → 69	x	0.00		0

- .2 If a Firm’s Total Cost Proposal is more than 20% below the average of the other two (2) or three (3) Firm’s Cost Proposals, then that Firm will be considered “non-responsive”. This is to preclude a Firm with an unusually low “Cost Proposal” from distorting the “Cost Per Unit Of Quality” calculations that represent the Firm that will provide the “Best Value” CMR Services necessary for support of estimated “Cost of the Work” of the Project.

12.3 Public Opening of CMR Sealed Cost Proposal Components Submittal:

After the conclusion of all of the CMR Presentations and **Qualitative Criteria Components Rating Evaluations** and in accordance with the Key Milestone Schedule of **Section 00 24 19.2 Project Scope, Proposal Submittal Requirements, Evaluation, And Selection Procedures CMR (GMP)** of the CMR RFP for the project, there shall be a Public Opening of each shortlisted CMR’s Sealed Cost Proposal Components Submittal.

12.3.1 Review and Evaluation of the Sealed Cost Proposal Component Submittals:

The CMR Selection Panel shall publicly open and review the “Sealed Cost Proposal Components Submittals”, including the **CMR Cost Proposal Form (Section 00 42 23)** and **Cost Proposal Worksheets**, for compliance with all of the requirements of the RFP.

12.3.2 Not-Responsive Designation:

Failure of a CMR to the submit **Sealed Cost Proposal Components** (including any required affidavits and certifications) by the published Deadline, with the required contents and format, and at the designated location, shall result in the CMR Proposer being deemed Not-Responsive for consideration on this Contract.

.1 CMR Cost Proposal submittals shall include all work indicated in the CMR RFP without any exceptions, clarifications, and/or exclusions. Submission of any exceptions, clarifications and/or exclusions SHALL result in the CMR's Proposal being deemed Not Responsive.

12.5 CMR Best Value Based Selection Calculation:

For each CMR Proposer, their Best Value CMR Rankings shall be determined as follows:

12.5.1 The **CMR's Average Total Qualitative Points** of all of the Selection Panel Members Qualitative Point scores is computed for each CMR Proposer.

12.5.2 The **Total Lump Sum Proposal Cost In Dollars (\$)** is then divided by the average **CMR's Average Total Qualitative Points** for each CMR Proposal to determine a **Cost Per Unit Of Quality** for each CMR.

12.5.3 The CMR Proposal with the **lowest Cost Per Unit Of Quality** shall be the deemed the Best Value Proposal.

12.6 CMR Best Value Score Calculation (Example):

The following is an example of Best Value Proposal Score Calculation:

Example:				
CMR Proposer	CMR's Total Lump Sum Proposal Cost In Dollars (\$)	CMR's Average Total Qualitative Points Multiplied By Quality Incentive Factor Equals Adjusted CMR's Total Average Qualitative Points	Cost Per Unit Of Quality	CMR Rankings
A	\$7,000,000	89 X 1.10 = 98	\$71,229.00	2
B	\$7,500,000	94 X 1.15 = 108	\$69,444.00	1
C	\$6,500,000	82 X 1.05 = 86	\$75,581.00	3

NOTE: CT DCS will utilize the sum of **three (3)** cost components in the CT DCS "Best Value Score Calculation" from the **CMR's Total Cost Proposal Breakdown Table** of Section 00 42 23 CMR Cost Proposal Form the as follows:
 Item No. 1 Preconstruction Phase Services Cost plus;
 Item No. 2 Construction Phase Services Cost plus;
 Item No. 3 CMR Fee equals;
 Item No. 4 CMR's Total Lump Sum Proposal Cost In Dollars (\$).

12.6.1 CMR Best Value Proposal Determination:

In the above example the CMR Proposal "A" is determined to be the Best Value Proposal and is selected. It must be noted that in this example that the **lowest** Cost Per Unit Of Quality proposal does not represent the lowest Proposal Costs submitted, but the lowest cost per unit of quality within the established budget.

.1 In the event the CMR Agreement award is unsuccessful then the CMR with the next lowest Best Value Cost per Unit Of Quality proposal is selected.

.2 Any CMR Proposer with a majority of "D" Criteria Components Grades from the Selection Panel Members Total Rating Scores shall **NOT** be recommended.

12.6.2 Tie Breaker Protocol:

In the event of a tie score, the CMR Proposer with the lowest Cost per Unit of Quality proposal as was calculated for the State User Agency shall be determined to be the Best Value Proposal. If, at this time, there still remains a tie then the Best Value Proposal shall be determined by a single toss of coin by the **two (2)** tied CMR Proposers.

END

**State Of Connecticut Department of Administrative Services
Division of Construction Services
Standard Form of Agreement Between Owner and Construction Manager-At-Risk (CMR)
For Guaranteed Maximum Price (GMP)**

ARTICLE 2 CONSTRUCTION MANAGER AT RISK RESPONSIBILITIES

The CMR shall perform the services described in this Article. The services to be provided under Sections 2.1 and 2.2 constitute the Preconstruction Phase Services. If the Owner and CMR agree after consultation with the Architect, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases will proceed concurrently.

2.1.6 SUBCONTRACTORS AND SUPPLIERS

2.1.6.1 Bidding and Award of Subcontracts. The CMR shall review with the Owner the CMR's bidding procedures and bidder criteria and shall establish a schedule for the competitive bidding and awarding of Subcontracts, to be conducted separately for each of the Project Elements, in accordance with all applicable federal and state requirements. The Project Elements may constitute the whole or part of the Work. **The CMR shall use all reasonable means and efforts to develop the interest of qualified Subcontractors in the Project.**

.1 The CMR shall include in its subcontractor bid documents the following requirements:

- .1** For work to be performed with an estimated value in excess of **Five Hundred Thousand Dollars (\$500,000.00)**, the subcontractor shall be prequalified in the State of Connecticut Department of Administrative Services classification noted on the pertinent Invitation to Bid;
- .2** the bid shall be accompanied by a bid bond or certified check in an amount which shall be **Ten Percent (10%)** of any bid for work with an estimated value of at least **Fifty Thousand Dollars (\$50,000.00)**. If the bidder is a small contractor or minority business enterprise pursuant to Connecticut General Statutes Section 4a-60g and further described in Appendix I to this Agreement "Administrative and Statutory Requirements" ("Appendix I"), it may provide in lieu of a bid bond, a letter of credit in an amount equal to **Ten Percent (10%)** of the bid amount if the estimated value is less than one hundred thousand dollars and in an amount equal to **Twenty-Five Percent (25%) of the bid amount**, if the estimated value is one hundred thousand dollars or greater; and
- .3** the bidder shall possess experience with projects of a similar nature and scope.

.2 The Bid documents and any relevant notices or advertisements shall set forth all of the CMR's submission requirements for the bid packages and shall clearly list those requirements the omission of which shall result in a bid rejection. In addition, the Bid documents shall include, prominently placed, the following language: *"The CMR is authorized to waive minor irregularities which it considers in the best interest of the Project, provided the reasons for any such waiver are stated in writing by the CMR and made a part of the contract file."*

2.1.6.2 The CMR shall invite bids and give notice of opportunities to bid on Project Elements by advertising, at least once, in one or more newspapers having general circulation in the State of Connecticut. Bids shall be directed to the CMR at the address indicated in the aforementioned advertisements. Bidders shall be prequalified pursuant to Connecticut General Statutes Section 4a-100 through the State of Connecticut Department of Administrative Services. All advertisements, notices, scheduling notices, addenda and/or communications of any kind relevant to the bidding and award of contracts for Project Elements shall be posted on the State of Connecticut Department of Administrative Services Contracting Portal.

2.1.6.3 The CMR shall conduct pre-bid conferences, in coordination with the Owner's DCS Project Manager, to familiarize prospective bidders with the Project and the bid documents. The CMR shall assist the Architect with regard to responding to questions from bidders and with the issuance of addenda to the bid documents. All responses to questions from bidders submitted prior or subsequent to pre-bid conferences shall be in writing. All bid opening dates and times shall be scheduled to accommodate the presence of Owner's DCS Project Manager or other designated representative of the Owner, who shall witness each bid opening and initial and date each bid.

- .1 Each bid shall be kept sealed until opened publicly on the date and at the time set forth in the notice soliciting such bid. Such opening shall take place at a location to be selected by the CMR and approved by the Owner. The CMR will analyze all bids and proposals to verify that the proposals are complete, that no unacceptable qualifications are made, that the bidders meet all CMR's criteria to the extent that it is in the best interest of the Project, and that the bidders have included the essential and qualitative information specified by the CMR in its bid documents. The CMR may waive minor irregularities in the bid documents.
- .2 Within **Seven (7) days** of any bid opening, the CMR shall make available for review by bidders all bid packages at a location within the State of Connecticut to be designated by the CMR. A notice in prominent typeface describing such location shall be displayed in a visible place at the bid opening.
- .3 The CMR is responsible for ensuring an adequate number of bids received for each advertised bid package through careful scope preparation and combination and/or separation of work, as required. In the event the CMR wants to recommend award of a package that received fewer than **three (3) bids**, CMR must describe in writing the following:
 - .1 detailed explanation of efforts made by the CMR;
 - .2 the number of contractors provided with the bid information;
 - .3 any information the CMR may have acquired as to reasons for the low number of bids received; and
 - .4 that the pricing received from the contractor to be recommended is competitive and reasonable according to industry standards and the Project estimate.
- .4 Prior to CMR's recommendation to Owner for approval of a contract, the CMR shall review any of Owner's performance related files or evaluations pertinent to the recommended award. The CMR shall, after consultation with and approval by the Owner, award any contracts for Project Elements to the responsible, qualified, and approved **subcontractor** submitting the lowest bid in compliance with CMR's bid requirements and procedures. The CMR shall not be eligible to submit a bid for any Project Element contract work.

2.1.6.4 Notwithstanding the foregoing Subsection 2.1.6.3, and as set forth in all pertinent bid advertisements and notices, the following conditions shall render a bid invalid and rejected by the CMR:

- .1 the **subcontractor**, if submitting a bid for work to be performed with an estimated value in excess of **Five Hundred Thousand Dollars (\$500,000.00)** is not prequalified in the State of Connecticut Department of Administrative Services requisite classification noted on the pertinent Invitation to Bid;
- .2 the bid is not accompanied by a bid bond or certified check in an amount which shall be **Ten percent (10%)** of any bid for work with an estimated value of at least **Fifty Thousand Dollars (\$50,000.00)**, or if the bidder is a small contractor or minority business enterprise pursuant to Connecticut General Statutes Section 4a-60g, it has not provided in lieu of a bid bond a letter of credit in an amount equal to **Ten Percent (10%)** of the bid amount if the estimated value is less than one hundred thousand dollars and in an amount equal to **Twenty-Five Percent (25%)**, if the estimated value is one hundred thousand dollars or greater;
- .3 the bidder appears on the State of Connecticut Department of Labor Debarment List.; and/or
- .4 the bidder does not provide a requirement or qualification, the omission of which the CMR clearly stated in all bid solicitation communications would be grounds for bid rejection without allowance for waiver.

2.1.6.5 Aspects of the Work which are not Project Elements, not included in the Construction Phase Services Costs described in Section 6.1 herein, and not otherwise included as an allowance under this Agreement, shall be awarded through a competitive process by which the CMR shall obtain quotes from no fewer than **Three (3)** firms. In the event the CMR obtains fewer than **Three (3)** quotes, the CMR must explain in writing the reasons therefore. If the CMR does not select the lowest price, the CMR must justify in writing its basis for its selection. All selections are subject to consultation with, and approval by, the Owner. Any issues arising from the award process described in this Section 2.1.6.5 shall be resolved by the CMR at its own cost.

2.1.6.6 The CMR shall be solely and fully responsible for the performance of each of the Subcontractors and shall indemnify and hold harmless the Owner from and against any and all additional costs and liability in excess of the GMP incurred as a result of failure of any **Subcontractor** to perform in accordance with the applicable Subcontract or the performance of such Subcontractor in a negligent manner. In no event will any cost or expense resulting in any manner from the negligence, fault, breach or failure of any **Subcontractor** to perform be a Cost of the Work as defined in this Agreement.

- .1 The CMR shall compile evaluation information for each subcontract during the performance of the subcontract and shall submit the evaluation information in a format acceptable to the Owner to the DCS Project Manager at **Fifty Percent (50%)** completion and **One Hundred Percent (100%)** completion of each subcontract.

2.1.6.7 The CMR shall, after obtaining the written consent of the Owner as to the acceptability of each **Subcontractor**, award and execute Subcontracts with the successful bidders in accordance with applicable laws, regulations and ordinances. The terms of each Subcontract and the award of such contracts shall be fully in accordance with this Agreement and are subject to the prior approval of the Owner. Any selection and/or rejection of any bid must be approved by the Owner. Upon Owner's request, CMR shall provide copies of any and all Subcontracts to Owner for review.

2.1.9 ADMINISTRATIVE, STATUTORY REQUIREMENTS, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

The CMR shall comply and shall use reasonable efforts to cause all **Subcontractors** to comply, with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs, set forth in Appendix I, attached hereto and incorporated herein in its entirety. The CMR shall present to, and review with, the Owner, any submissions relative to such administrative and statutory requirements prior to any submission by the CMR to the appropriate governmental agencies. In particular, the CMR shall present to, and review with, the Owner its set-aside program and Affirmative Action Plan prior to submission to the relevant agencies.

2.3.2 ADMINISTRATION

2.3.2.1 The Work shall be performed under subcontracts or by other appropriate agreements with the CMR. The CMR shall obtain competitive public bids in accordance with the provisions of Sections 2.1.6.1 through 2.1.6.3 of this Agreement. Subcontracts shall be in a form acceptable to the Owner.

- .1** Each subcontract shall contain provisions that:
 - .1** require that such work be performed in accordance with the requirements of the Contract Documents;
 - .2** waive all rights to subrogation against the Owner, Architect, Owner's agents, CMR, subcontractors for damages caused by fire or other perils covered by insurance obtained for or in place upon the Project;
 - .3** require the Subcontractors to carry and maintain insurance coverage in accordance with the Contract Documents and file Certificates of such coverage, with the CMR;
 - .4** require the Subcontractors to submit certificates of waiver of claims for work completed by their respective Secondary Subcontractors, as that term is defined in General Conditions Article 1, conditioned upon disbursement of the progress payment next due and owing;
 - .5** require that each Subcontractor pay any amounts due any of its Sub-subcontractors whether for labor performed or materials furnished within thirty (30) days after such Subcontractor received a payment from the CMR which encompasses labor or materials furnished by such Subcontractor.
 - .6** the Subcontractor or the Secondary Subcontractor's mark-up on change orders to have committed maximum overhead and profit pursuant to General Conditions Article 13;
 - .7** require submission to the CMR or the Subcontractor as the case may be, of applications for payment on a form approved by the Owner together with clearly defined invoices and billings supporting all such applications under each subcontract to which the Subcontractor is a party;
 - .8** require each Subcontractor to furnish to the CMR in a timely fashion all information necessary for the preparation and submission of the reports required herein;
 - .9** require that each Subcontractor continue to perform under its subcontract in the event that the CMR is terminated and the Owner, at its sole option takes as an assignment the subcontract and requests that the Subcontractor continue such performance;
 - .10** require each Subcontractor to satisfactorily remove or stockpile all debris created by its activity pursuant to the discretion of the CMR;
 - .11** provide that the subcontract should be assignable to the Owner;

- .12 require all performance and payment bonds issued by a Subcontractor on the Project name the Owner and the CMR as dual obligees;
- .13 require that each Subcontractor cooperate with the Owner and CMR and permit the Owner, CMR or a designated auditor or representative to review and audit the Subcontractor's books and records in connection with any costs charged to the Project and included in the price of any change orders;
- .14 require that each Subcontractor agree to work overtime, add manpower, or do whatever is necessary to meet the milestone dates and/or Substantial Completion dates, if in the opinion of the CMR any of the milestone dates and/or Substantial Completion dates are in jeopardy as a result of such Subcontractor;
- .15 require that each Subcontractor agree that if in the opinion of the CMR, the Subcontractor fails to take sufficient action to preserve the milestone and/or Substantial Completion dates after two days' written notice from the CMR, the CMR may take whatever action he deems necessary to meet the milestone and/or Substantial Completion dates and deduct all costs incurred as a result of such action from the relevant subcontract;
- .16 require that each Subcontractor include in its performance bonds, if required, the language set forth in Items .14 and .15, above.

- .2 The CMR shall provide to the Owner, in an electronic format acceptable to the Owner, the following information for each bid package listed in Exhibit B to the GMP Amendment: (1) the subcontract and second tier subcontracts; (2) the MBE/SBE status of the subcontractor and each of its second tier subcontractors; (3) the amount paid by the CMR to the subcontractors and the amount paid by the subcontractors to their second tier subcontractors; (4) a detailed description of the selection process utilized by the subcontractor in awarding its second tier subcontracts; and, (5) a list of all competitive bids, proposals, or quotes received by the subcontractor, together with any other information used by the subcontractor in awarding its second tier subcontracts.

2.3.2.2 The CMR shall comply with the provisions of the Connecticut General Statutes (GCS) §49-41 regarding the Subcontractor Payment And Performance Bonds.

- .1 The CMR shall require Payment Bonds from its Subcontractor, except that, pursuant to CGS §49-41, a Payment Bond shall not be required to be furnished in relation to any general bid in which the total estimated cost of labor and materials under the contract with respect to which the bid is submitted is less than One Hundred Thousand Dollars (**100,000.00**) or in relation to any sub-bid in which the total estimated cost of labor and materials under the contract with respect to which the sub-bid is submitted is less than One Hundred Thousand Dollars (**\$100,000.00**).
- .2 The CMR may, in its discretion, require Performance Bonds from its Subcontractors, except that, pursuant to CGS §49-41, a Performance Bond shall not be required to be furnished in relation to any general bid in which the total estimated cost of labor and materials under the contract with respect to which the bid is submitted is less than Twenty-Five Thousand Dollars (**\$25,000.00**) or in relation to any sub-bid in which the total estimated cost of labor and materials under the contract with respect to which the sub-bid is submitted is less than Fifty Thousand Dollars (**\$50,000.00**).
- .3 If the bidder is a small contractor or minority business enterprise pursuant to Connecticut General Statutes Section 4a-60g, it may provide in lieu of a Payment or Performance bond, if required by the CMR in accordance with this Section 2.3.2.2, a letter of credit in an amount equal to Ten Percent (**10%**) of

the bid amount if the estimated value of the contract for which the bid is submitted is less than one hundred thousand dollars and in an amount equal to Twenty-Five Percent (**25%**) if the estimated value of such contract is One Hundred Thousand Dollars (**\$100,000.00**) or greater.

- 2.3.2.3** Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Sections 7.1.8 and 7.1.9 of this Agreement and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.
- 2.3.2.4** The CMR shall schedule and conduct meetings at which the Owner, Owner's Representative (as described in Section 3.2 herein), DCS Project Manager, Architect, CMR and appropriate Subcontractors can discuss matters including but not limited to: procedures, quality control, safety, scheduling, changes in the Work and the status of the Work. The CMR shall prepare and promptly distribute meeting minutes, including formal weekly project meetings. The Owners Representative shall prepare the minutes of the main project meetings. Owner may also schedule meetings at such times as it deems necessary.
- 2.3.2.5** Promptly after the Owner's acceptance of the GMP proposal, the CMR shall update and incorporate the planned Project Construction Schedule described in Section 2.1.3.1 of this Agreement into the schedules described in General Conditions Article 11, including the Owner's occupancy requirements.
- 2.3.2.6** The CMR shall provide monthly written reports to the Owner and Architect on the progress of the Work. The monthly report shall be provided not later than the 15th day of the subsequent month. Such reports shall contain such information as may be required by the Owner in its sole discretion and be in a form and format acceptable to the Owner. The CMR shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, heavy equipment on the site and utilization of such equipment, Work accomplished, observations of any differing conditions encountered, problems encountered and other similar relevant data as the Owner may reasonably require. Heavy equipment as referred to in this Section shall mean machinery that may be used for construction, including but not limited to, bulldozers, earthmoving equipment, well-drilling machinery and cranes. The log shall be available to the Owner and Architect but shall not relieve the CMR of its notice and reporting obligations to Owner hereunder.
- 2.3.2.7** The CMR shall develop a system of cost control for the Work to be provided to Owner in monthly reports, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The CMR shall identify variances between actual and estimated costs and report the variances to the Owner and Architect at regular intervals.
- 2.3.2.8** The CMR will provide administrative, management and related services as required to coordinate work of the Subcontractors with each other and with the activities and responsibilities of the CMR, the Owner, and the Architect to complete the Project in accordance with Owner's objectives for cost, time and quality and provide sufficient organization, personnel and management to carry out the requirements of this Agreement.
- 2.3.2.9** The CMR will at all times monitor and update the Project Construction Schedules, consistent with General Conditions Article 11.
- 2.3.2.10** The CMR will provide regular monitoring of the approved GMP showing actual costs for activities in progress and estimates for uncompleted tasks.

- 2.3.2.11** The CMR, in conjunction with the Architect, shall incorporate the United States Green Building Council's Leadership in Energy & Environment Design ("LEED") Green Building Rating system (latest version) to achieve LEED Silver level of certification throughout the design, construction and operation of the Project. The CMR shall make a good faith effort to comply with the LEED requirements but is not responsible for the final rating received from the United States Green Building Council. The CMR shall cause the construction work to conform to the LEED construction document requirements. This LEED certification shall be supported by independent third party commissioning in compliance with the requirements of the Connecticut Compliance Manual for High Performance Buildings to ensure that the long-term operation of the Project complies with this standard.
- 2.3.2.12** The CMR shall cause the Mechanical, Electrical and Plumbing (MEP) Subcontractors to provide commissioning support services and testing services per the Commissioning Agent's requirements, as part of their respective positions relative to the Work.
- 2.3.2.13** The CMR will, consistent with the requirements of the project schedule and budget, endeavor to prevent and eliminate the necessity or requirement for any Changes to the Work and to the extent such changes are nevertheless determined to be necessary or desired by the Owner, make recommendations to the Architect and the Owner, prepare proposed changes orders, review requests for changes, negotiate Subcontractor's change proposals; and if change orders are acceptable, sign change orders prepared by the Architect and Owner.
- 2.3.2.14** The CMR shall compile performance evaluation information for each subcontractor during the performance of the subcontract and shall submit the evaluation information in a format acceptable to the Owner to the DCS Project Manager at **Fifty Percent (50%)** completion and **One Hundred Percent (100%)** completion of each subcontract.

END

Fine Arts Instructional Center
 Eastern Connecticut State University
 Willimantic, CT
 DAS Project No: BI-RW-295-CMR

GMP SUMMARY OF COSTS

Exhibit B
 July 24, 2013
 GMP

BUILDING SQ FOOTAGE	121,580	COST OF WORK SQUARE FOOT COST	\$460.75
SCOPE OF WORK (by division)	BID PACKAGE	TRADE CONTRACTOR INCLUDED	DRAFT - GMP AMOUNT
DIVISION 1 ALLOWANCE ITEMS	-	ALLOWANCES	\$530,750
DIVISION 1 HOLD ITEMS	-	HOLD ITEMS	\$0
CONCRETE WORK	002	W.J. Mountford Company	\$3,085,000
SITE CONCRETE WORK	003	Sil/Carr Corporation	\$849,555
DIVISION 3 ALLOWANCE ITEMS		ALLOWANCES	\$0
DIVISION 3 HOLD ITEMS		HOLD ITEMS	\$0
MASONRY	004	Connecticut Mason Contractors	\$3,373,737
SITE MASONRY	005	B. W. Dexter	\$132,989
DIVISION 4 ALLOWANCE ITEMS		ALLOWANCES	\$0
DIVISION 4 HOLD ITEMS		HOLD ITEMS	\$0
MISCELLANEOUS METALS	006	Shepard Steel Company	\$2,697,000
STRUCTURAL STEEL	007	United Steel	\$3,275,000
DIVISION 5 ALLOWANCE ITEMS		ALLOWANCES	\$25,000
DIVISION 5 HOLD ITEMS		HOLD ITEMS	\$0
ARCHITECTURAL MILLWORK (FURNISH)	008	Millwork One	\$944,500
ARCHITECTURAL MILLWORK (INSTALL)	009	Noble Construction Management	\$638,000
DIVISION 6 ALLOWANCE ITEMS		ALLOWANCES	\$0
DIVISION 6 HOLD ITEMS		HOLD ITEMS	\$0
WATERPROOFING	010	Armani Restoration	\$424,115

COMPOSITE METAL PANELS	011	Steeltech Building Products	\$369,389
ROOFING	012	Greenwood Industries	\$1,187,000
FIREPROOFING & ACOUSTIC SPRAY INSULATION	013	MacKenzie Service Corporation	\$1,010,000
FIRESTOPPING	014	Sweeney Construction Services	\$330,000
DIVISION 7 ALLOWANCE ITEMS		ALLOWANCES	\$0
DIVISION 7 HOLD ITEMS		HOLD ITEMS	\$0
DOORS, FRAMES, HARDWARE (FURNISH)	015	Building Specialties/Architectural Hardware	\$542,684
DOORS, FRAMES, HARDWARE (INSTALL)	015A	Tunbridge Construction	\$220,000
CURTAINWALL/WINDOWS	016	Lockheed Window Corp.	\$2,400,000
INTERIOR GLAZING	017	R & R Window Contractors	\$784,553
OVERHEAD COILING DOORS	050	Overhead Door Company	\$20,819
DIVISION 8 ALLOWANCE ITEMS		ALLOWANCES	\$300,000
DIVISION 8 HOLD ITEMS		HOLD ITEMS	\$0
GYP SUM PLASTERING	018	No Bids	
GYP SUM BOARD ASSEMBLIES	019	Professional Drywall Construction	\$3,449,000
CERAMIC TILE	020	Atlantic Masonry Products	\$539,792
ACOUSTICAL CEILINGS	021	N.T. Oliva, Inc.	\$1,333,400
FLOORING	022	Spectrum Floors	\$239,292
WOOD FLOORING	023	Dalene Flooring	\$475,650
ACOUSTICAL WALL PANELS	024	Decco International	\$450,990
PAINTING	025	MacKenzie Service Corporation	\$434,000
DIVISION 9 ALLOWANCE ITEMS		ALLOWANCES	\$70,000
DIVISION 9 HOLD ITEMS		HOLD ITEMS	\$0
SIGNAGE	026	Sign Pro	\$87,587
DIVISION 10 SPECIALTIES	027	Noble Construction Management	\$637,525
DIVISION 10 ALLOWANCE ITEMS		ALLOWANCES	\$0
DIVISION 10 HOLD ITEMS		HOLD ITEMS	\$0
LOADING DOCK EQUIPMENT	028	Dynamic Dock & Door	\$9,080
ADJUSTABLE ACOUSTICS	029	Pook Diemont & Ohl	\$225,000
THEATRICAL PLATFORMS	030	Pook Diemont & Ohl	\$179,000

THEATRICAL RIGGING	031	Secoa	\$719,723
THEATRICAL FIRE CURTAIN	032	Secoa	\$60,627
THEATRICAL DRAPERIES	033	Secoa	\$7,848
THEATRICAL PIPE GRID	034	Secoa	\$24,085
THEATRICAL TENSION GRID	035	Pook Diamont & Ohl	\$115,000
DIVISION 11 ALLOWANCE ITEMS		ALLOWANCES	\$0
DIVISION 11 HOLD ITEMS		HOLD ITEMS	\$0
FIXED AUDIENCE SEATING	036	Irwin Seating	\$258,484
LOOSE AUDIENCE SEATING	037	Series Seating	\$49,822
DIVISION 12 ALLOWANCE ITEMS		ALLOWANCES	\$0
DIVISION 12 HOLD ITEMS		HOLD ITEMS	\$0
DIVISION 13 ALLOWANCE ITEMS		ALLOWANCES	\$0
DIVISION 13 HOLD ITEMS		HOLD ITEMS	\$0
ELEVATORS	038	Thyssen Krupp	\$294,800
WHEEL CHAIR LIFTS	039	No Bids	
DIVISION 14 ALLOWANCE ITEMS		ALLOWANCES	\$0
DIVISION 14 HOLD ITEMS		HOLD ITEMS	\$0
FIRE PROTECTION	040	Davis Ulmer	\$659,400
DIVISION 21 ALLOWANCE ITEMS		ALLOWANCES	\$0
DIVISION 21 HOLD ITEMS		HOLD ITEMS	\$0
PLUMBING	041	M. J. Daly	\$1,242,000
DIVISION 22 ALLOWANCE ITEMS		ALLOWANCES	\$65,000
DIVISION 22 HOLD ITEMS		HOLD ITEMS	\$0
HVAC	042	B-G Mechanical	\$6,876,000
DIVISION 23 ALLOWANCE ITEMS		ALLOWANCES	\$12,500
DIVISION 23 HOLD ITEMS		HOLD ITEMS	\$0
ELECTRICAL	043	Ducci Electrical	\$4,948,000
DIVISION 26 ALLOWANCE ITEMS		ALLOWANCES	\$57,500
DIVISION 26 HOLD ITEMS		HOLD ITEMS	\$0
AUDIO VISUAL	044	Adtech	\$1,615,535

TELECOMMUNICATIONS	049	System One	\$567,009
DIVISION 27 ALLOWANCE ITEMS		ALLOWANCES	\$80,750
DIVISION 27 HOLD ITEMS		HOLD ITEMS	\$0
SECURITY	045	Electrical Contractor's, Inc.	\$271,000
DIVISION 28 ALLOWANCE ITEMS		ALLOWANCES	\$25,000
DIVISION 28 HOLD ITEMS		HOLD ITEMS	\$0
SITework	001	Milton Beebe & Sons	\$1,944,873
Landscaping/Improvements	046	EDI Landscapes	\$849,774
DIVISION 31-33 ALLOWANCE ITEMS		ALLOWANCES	\$0
DIVISION 31-33 HOLD ITEMS		HOLD ITEMS	\$0
SUB-TOTAL 1			\$54,651,782
CMR Contingency	2.50%		\$1,366,295
SUB-TOTAL 2 (Cost of Work)			\$56,018,077
Liability Insurance			\$748,749
Builder's Risk Insurance			\$115,000
Owner's Protective Liability Insurance			\$177,176
Payment & Performance Bonds			\$347,389
CMR General Conditions			\$3,524,010
SUB-TOTAL 3			\$60,930,400
Escalation (0%)			\$0
SUB-TOTAL 4			\$60,930,400
CMR FEE (Subtotal 4 *0.0175)	1.75%		\$1,066,282
GMP TOTAL (CONTRACT)			\$61,996,682

Fusco

Exhibit B
GMP Proposal Summary Sheet

ELI WHITNEY TECHNICAL HIGH SCHOOL
 HAMDEN, CONNECTICUT
 Project No. E1-RT-837- CMR

Date: September 19, 2012

Bid Package / Item	Description	Estimate		Qualified		Subcontractor Name	License (As Applicable)
		5/29/12	Apparent Low	Bid & GMP Value			
1.01*	Site Preparation	\$95,714	\$181,000	\$181,000		Running Brook Farms	HIC.0562454 & HIC.0627553
1.01b	Credit For GC Items In Site Prep		-\$20,300	-\$20,300		Fusco Corporation	
1.02*	Temporary Construction Fence	\$49,200	\$138,693	\$138,693		Total Fence	HIC.0573732
1.03	Moving & Storage	\$104,950	\$195,000	\$195,000		William B Meyer	
1.04*	Final Cleaning	\$177,600	\$125,400	\$125,400		Horizon Services	
1.05*	Watchman Service	\$300,000	\$300,000	\$300,000		National Security	AS-2213
2.01.	Demolition & Abatement	\$4,903,523	\$3,232,475	\$3,232,475		Standard Demolition	MCO.0904939
3.01*	Cast In Place Concrete	\$2,283,422	\$2,082,673	\$2,082,673		Waterbury Masonry	MCO.0901085
4.01	Masonry & Precast	\$7,545,757	\$9,177,000	\$9,177,000		Lighthouse Masonry	MCO.0902022
5.01*	Structural Steel & Metal Decking	\$2,511,708	\$4,177,287	\$4,177,287		United Steel	
5.02*	General Trade	\$589,436	\$379,000	\$379,000		TP Builders	
6.01	Metal Fabrications	\$4,646,013	\$4,509,514	\$4,509,514		Conn Acoustics	MCO.0906339
6.02	Millwork & Lab Casework	\$1,295,576	\$1,416,000	\$1,416,000		NS Interior Systems	
7.01	Roofing & Metal Panels	\$3,445,177	\$3,477,000	\$3,477,000		Silberson Roofing	MCO.0906776
8.01*	Glass & Glazing	\$2,944,091	\$3,143,000	\$3,143,000		Cherry Hill	MCO.0906493
8.01*	Doors, Frames & Hardware	\$621,340	\$860,892	\$860,892		Park Roway	HIC.0521215
9.01*	Ceramic & Terrazzo Tile	\$413,815	\$379,600	\$379,600		R&B Ceramic	
9.02*	Carpet, Resilient & Wood Flooring	\$530,332	\$348,500	\$348,500		Frank Higgins	
9.03*	Acoustical Ceilings	\$7,206,248	\$977,512	\$977,512		Central Cores	
9.04*	Painting & Fireproofing	\$560,604	\$212,000	\$212,000		Professional Paint	
10.01*	Signage	\$38,621	\$63,477	\$63,477		ABC Sign	
10.02*	Toilet Compartments	\$131,512	\$135,150	\$135,150		TP Builders	
10.03	Folding Partitions	\$176,749	\$133,581	\$133,581		Welleo	
11.01	Food Service Equipment	\$787,122	\$777,000	\$777,000		Todd Devin	
11.02	Fire Suppression	\$1,026,033	\$1,214,442	\$1,214,442		HES Meach	MCO.0900446
21.01	Heating & HVAC	\$16,700,359	\$14,347,000	\$14,347,000		Ferguson	MCO.0901122
23.01	Electrical	\$9,219,917	\$6,147,000	\$6,147,000		Ferguson	MCO.0902167
26.01	Sitework	\$2,597,977	\$4,120,000	\$4,120,000		Generra	MCO.0902154
31.01	Fencing, Gates & Guardrails	\$205,213	\$112,828	\$112,828		Total Fence	HIC.0573732
31.02*	Landscape	\$51,421	\$81,725	\$81,725		Key's Landscaping	HIC.0903694
31.03*	Athletic Fields	\$255,171	Deleted	Deleted		Deleted Per DCS	
99	Subtotal	\$65,906,595	\$63,242,449	\$63,242,449			

Page 1 of 2

Bid Package / Item	Description	Estimate		Qualified		Subcontractor Name	License (As Applicable)
		5/29/12	Apparent Low	Bid & GMP Value			
103*	GENERAL REQUIREMENTS	\$871,400	\$1,137,749	\$1,137,749			
101	ESCALATION	Distributed	\$0	\$0			
102	GENERAL CONDITIONS (INCL INSUR & BOND FOR STCMO)	\$4,008,000	\$4,008,000	\$4,008,000			
103	ADDITIONAL INSURANCE COST	\$11,625	\$7,130	\$7,130			
104	ADDITIONAL BOND COST	\$31,620	\$14,500	\$14,500			
105	ADDITIONAL BUILDER'S RISK	\$0	\$6,110	\$6,110			
106	Subtotal	\$70,829,240	\$68,415,938	\$68,415,938			
107	GMP CONTINGENCY	0.04	\$2,833,170	\$2,736,638			
108	CM FEE	0.0125	\$900,780	\$889,407			
109	Subtotal	\$74,563,190	\$72,041,982	\$72,041,982			
110	ESTIMATING CONTINGENCY	Distributed	Distributed	Distributed			
111	Total	\$74,563,190	\$72,041,982	\$72,041,982			
112	OPTIONAL DEDUCT TO DELETE ATHLETIC FIELDS & COURTS	\$596,000	Deleted	Deleted			

Keynotes:
 *** Denotes Set-Aside Bid Package
 A Bid Package 5.01, Structural Steel & Metal Decking, is Based on United Steel's Bid As Berlin Steel's Lower Bid is Still in Review Regarding CERQ Compliance.
 B Some General Requirements Items Were Changed As Requested After The Estimate Dated 5-29-12.

Page 2 of 2

Exhibit B GMP Proposal Summary Sheet		Southern Connecticut State University New Academic Laboratory Building		FIP Construction, Inc 5/13/13		
A	B	C	D	E	G	H
Division	Package	Description	Apparent Low Bid Value	Recommended Subcontractor	License (As Applicable)	
1	01 0000	GENERAL REQUIREMENTS				
2	1.01	Final Cleaning	NIC			
3	1.02	Construction Cleaning & Waste Removal	\$406,000	Connecticut Carpentry	900454	
4	02 0000	EXISTING CONDITIONS				
5		HAZMAT Removal/Replacement	Excluded			
6	2.01	Selective Building Demolition	\$21,000	Standard Demolition	1195 Class A	
7	03 0000	CONCRETE				
8	3.01	Foundations & Slabs	\$3,592,000	RJB Construction	900263	
9	04 0000	MASONRY				
10	4.01	Exterior Building Masonry/Architectural Precast	\$1,864,350	J. Capasso	900720	
11	4.02	Interior Building Masonry	\$483,000	Lombardo Bros.		
12	05 0000	STRUCTURAL STEEL/MISC. METALS				
13	5.01	Structural Steel	\$2,982,000	Schenectady Steel	901996	
14	5.02	Metals Fabrications Incl Monumental Stairs & Rails	\$1,283,200	Prolon		
15	5.03	Egress Metal Stairs & Railings	\$195,040	Erection & Welding Co.	0009282	
16	06 1000	ROUGH CARPENTRY		In General Trades		
17	06 2000	FINISH CARPENTRY				
18	6.02	Millwork/Casework	\$311,629	Connecticut Carpentry	900454	
19	07 0000	THERMAL AND MOISTURE PROTECTION				
20	7.01	Waterproofing/Dampproofing/Insulation	\$343,195	Armanit Restoration	901005	
21	7.02	Metal Wall Panels - Exterior Skin of Building	\$1,185,000	Advanced Performance Glass	470	
22	7.03	Thermoplastic Roofing / Roof Accessories	\$386,208	Imperial Co.	901630	
23	7.04	Sheet Metal Roofing	\$711,000	Gold Seal Roofing Co.	900214	
24	7.05	Applied Fireproofing and Intumescent Coatings	\$161,300	H. Carr & Sons	902674	
25	7.06	Fire Safing/Firetopping	\$120,000	To be rebid		
26	08 0000	DOORS/WINDOWS/GLAZING				
27	8.01	Alum. CWWall / Storefront Syst / Operaters / Skylights / Glass	\$2,290,845	Advanced Performance Glass	470	
28	09 0000	FINISHES				
29	9.01	General Trades Incl Framing / Drywall / Doors / Hdw / Div 10	\$3,896,410	Enfield Builders - \$42,000 value of high density storage deferred per 4.16.13 Project Meeting	900365	
30	9.02	Tile	\$252,400	M. Frank Higgins & Co.	0586040-000	
31	9.03	Acoustical Ceilings / Acoustical Wall Panels	\$372,200	H. Carr & Sons	902674	
32	9.04	Resilient Flooring / Carpeting	\$323,000	Commercial Flooring Concepts	7941495-000	
33	9.05	Cementitious Microtop Overlay	\$141,912	Connecticut Carpentry	900454	
34	9.06	Resinous Flooring	\$15,800	McKenzie Painting		
35	9.07	Painting & Wallcovering / Floor Sealers	\$324,343	McKenzie Painting		
36	10 0000	SPECIALTIES - Included in Bid Packages				
37		Interior and Exterior Building Signage - Allowance	\$50,000			
37		"Green Screen" Display - Allowance	\$10,000			
38	11 0000	EQUIPMENT				
39	12.01	Fume Hoods, Lab Casework, Shelving, Fixtures	\$1,297,251	Lab Furnishings & Installation - \$1,466,017 of lab casework deferred per 4.16.13 Project Meeting		
40	12.02	Lab Equipment and Sterilizers	NIC			
41	12 0000	FURNISHINGS - Included in Bid Packages				
42		Furniture/FFE	NIC			
43	13 0000	SPECIAL SYSTEMS				
44	13.01	Controlled Environmental Room	\$51,250	EnvironAir		
45	13.02	Aquariums & Life Support Systems	\$268,187	Living Color		
46		Nanotube & Double Helix Display - Allowance	\$70,000			

Exhibit B GMP Proposal Summary Sheet		Southern Connecticut State University New Academic Laboratory Building		FIP Construction, Inc 5/13/13		
A	B	C	D	E	G	H
Division	Package	Package	Description	Apparent Low Bid Value	Recommended Subcontractor	Items (AS Applicable)
47			Acrylic Column Enclosure With Soil, Stone, Gravel & Sand - Allowance	\$15,000		
48			Interior Rock Wall Display - Allowance	\$20,000		
49			Earth Mitigation - Allowance	\$50,000		
50			Wind Turbines - Allowance	\$30,000		
51			Radiation Protection	Excluded		
52	14 0000	14.01	CONVEYANCE DEVICES	\$359,380	Thyssen Krupp (Bid Issues with Kona Under Review)	
53	21 0000	21.01	FIRE PROTECTION	\$576,260	Smith Automatic Fire Sprinkler Co.	FRP.0010795-F1
54	22 0000	22.01	PLUMBING	\$3,254,000	Superior Mechanical	204370
55	23 0000		HVAC			
56		23.01	HVAC	\$8,572,000	Ferguson Mechanical	1122
57		23.02	Controls - DDC	\$830,000	Automated Logic Co.	0508523-001
58		23.03	Controls - Process & Phoenix	\$697,164	Flow Tech, Inc.	7232648-000
59		23.04	Testing and Balancing	\$119,400	Environmental Testing & Balancing	
60	26 0000		ELECTRICAL			
61		26.01	Electrical	\$3,429,000	W.J. Griffin Co.	ELC 123697-E1
62		26.02	Site Lighting	\$154,000	Nei Services, Inc.	ELC 0185355-E1
63		26.03	Site Tel / Data Relocations	\$59,941	Mercury Group (2nd Bidder)	9866310-000
64		26.04	Building Tel / Data Cabling / Wiring	\$376,036	Electrical Power Solutions	122284
65		26.05	Fire Alarm	\$565,500	Simplex Grinnell	1963745-002
66			Tele/Data Equipment	NIC		
67		28.01	Security Roughing, Cabling and Devices	\$139,095	Advanced Security Technology	105663-15
5	31 0000		EARTHWORK / UTILITIES / SELECTIVE DEMOLITION			
69		31.01	Site Demolition/Earthwork/Preparation/Excavation/Paving	\$2,675,000	Guerrera Construction	902154
70			Survey & Control	\$10,000		
71			Rock Removal	Excluded		
72			Utility Fees - Route 10 Relocations	By Owner		
	32 0000		SITE IMPROVEMENTS / LANDSCAPING			
73		32.01	Site Improvements / Site Furnishings - Allowance	NIC		
74		32.02	Site Concrete	\$292,823	Laydon Industries	605784
75		32.03	Irrigation & Rainwater Harvesting System - Allowance	NIC		
76			Boulders & Stone Monuments - Allowance	\$42,000		
77		32.04	Landscaping, Unit Paving - Allowance	\$50,000	Balance of landscaping allowance deferred per 4.16.13 project meeting	
78	01 000		GENERAL CONDITIONS			
79			Construction Phase Services Cost	\$2,640,000		
80			Construction Phase Services Costs - 35 Day Schedule Extension	\$151,500		
81			SUBTOTAL: CONSTRUCTION COSTS	\$48,717,539		
82						
83			Other Project Costs			
84			Environmental Conditioning/Building Conditioning/Winter Conditions - Allowance	200,000		
85			Temporary Utility Usage During Construction - Allowance	200,000		
86			Commissioning Agent	By Owner		
87			PM/Web Cost Accounting (16 hours per week)	93,600		
88			Building Envelope Inspector - (256 hours)	28,800		
89			Additional Bid Advertising Costs	3,000		
90			CMR Contingency @ 2.5%	1,231,073		
91			Additional Owner's Protective Liability Insurance	2,410	Incremental over original 49.5 million budget	

Exhibit B GMP Proposal Summary Sheet		Southern Connecticut State University New Academic Laboratory Building		FIP Construction, Inc 5/13/13		
A	B	C	D	E	G	H
CONSTRUCTION	Division	Package #	Description	Apparent Low Bid Value	Recommended Subcontractor	License (As Applicable)
92			Additional Liability Insurance	6,192	Incremental over original 49.5 million budget	
93			Additional Builder's Risk Insurance	9,255	Incremental over original 49.5 million budget	
94			Additional CM P&P Bond	14,355	Incremental over original 49.5 million budget	
95			SUBTOTAL: CONST. COSTS + OTHER COSTS	\$50,502,332		
96			CM FEE	\$55,526		
97			TOTAL GMP	\$51,037,837		
98						
99			Pre-Construction Phase Services (not in GMP)	\$70,000		
100			Extended Pre-Construction Phase Services (not in GMP)	\$106,000		
101			Third Party Constructability Review (not in GMP)	\$60,064	Urban Engineers	
102			TOTAL GMP	\$51,037,837		
103			Less CMR Contingency	(\$1,231,073)		
104			Project Costs Excluding CMR Contingency	\$49,826,764		

FUSCO Builders

EXHIBIT B
GMP PROPOSAL SUMMARY SHEET

Est Number: A13071
 EMMETT OBRIEN TECH
 B-RT-844-CMR
 Ansonia, CT

Job Size: 178,000
 Date: 4/9/14

Package Description	Projected GMP Cost	Low Bidder	Reference (if applicable)
1.1 FINAL CLEANING	\$ 88,880.00	Advantage Cleaning	
2.0 DEMOLITION WORK & HAZARDOUS ABATEMENT	\$ 3,636,363.00	Bestech of CT LLC	MCO.0902093/ Asbestos -000016 Demolition-1480 Class A/Lead 000840
3.0 CONCRETE WORK	\$ 1,065,000.00	Waterbury Masonry	MCO.0901085
4.0 MASONRY & PRECAST	\$ 2,971,000.00	Acronom Masonry, Inc	MCO0901840
5.0 STRUCTURAL STEEL & METAL DECK	\$ 1,848,000.00	United Steel, Inc	MCO0900395
5.1 METAL FABRICATIONS	\$ 508,000.00	General Welding & Fabrication	MCO-902938
6.0 GENERAL TRADES	\$ 3,831,020.00	Cann Acoustics, Inc	MCO.0900539
6.1 ARCHITECTURAL WOODWORK	\$ 378,600.00	Northeast Interior Systems	3210122-000
6.2 LABORATORY CASEWORK	\$ 644,500.00	Northeast Interior Systems	3210122-000
7.0 MEMBRANE ROOFING SYSTEM	\$ 2,262,000.00	The Imperial Company	MCO.0901630
7.1 METAL WALL & ROOF PANELS	\$ 2,497,000.00	Snelltech Building Products	MCO.0900634
7.2 FIRESTOPPING	\$ 97,500.00	FUS, Inc	
8.0 GLASS & GLAZING	\$ 2,970,000.00	Acron Glass, Inc	Major Contractor 900661
8.1 DOORS, FRAMES & HARDWARE	\$ 540,000.00	Builders Hardware	
8.2 SPECIAL DOORS	\$ 176,468.00	Wilco Sales, Inc	
9.0 CERAMIC TILE & QUARRY TILE	\$ 679,824.00	Atlantic Masonry Products	
9.1 TERRAZZO	\$ 342,419.00	Joseph Cohe & Son	MCO0902905
9.2 WOOD FLOORING	\$ 205,395.00	Spectrum Floors	
9.3 ATHLETIC & RESILIENT FLOORS	\$ 1,293,000.00	R&B Ceramic Tile	
9.4 SPECIAL FLOORING	\$ 142,240.00	MacKenzie Painting	
9.5 ACOUSTICAL CEILINGS	\$ 691,600.00	Acoustics, Inc	
9.6 PAINTING	\$ 633,480.00	MacKenzie Painting	

10.0 SIGNAGE	\$ 68,000.00	CT Carpentry	Major Contractor 900454
10.1 TOILET PARTITIONS & ACCESSORIES	\$ 243,419.00	TP builders	
10.2 LOCKERS & BENCHES	\$ 331,895.00	TP builders	
11.0 FOOD SERVICE EQUIPMENT	\$ 899,640.00	The Warehouse Store Fixture	
11.1 INDUSTRIAL SHOP EQUIPMENT	\$	By Owner	
11.2 COSMETOLOGY EQUIPMENT	\$ 210,000.00	CT Carpentry	Major Contractor 900454
12.0 WINDOW TREATMENT	\$ 96,200.00	CT Carpentry	Major Contractor 900454
13.0 TEMPORARY MODULAR CLASSROOM	\$ 1,455,271.00	Modspace Corporation	MCO.0901293
21.0 FIRE PROTECTION SYSTEM	\$ 795,500.00	K&M Fire Protection	FRP.0011512-F1
22.0 PLUMBING & HVAC	\$ 12,900,000.00	Enterprise Plumbing & Heating	PLM.0002307-F1/HTG.0302532-S1
26.0 ELECTRICAL	\$ 5,000,000.00	Custom Electric	0104587-E1
26.1 SITE LIGHTING	\$ 217,000.00	Electrical Power Solutions, LLC	0122284
31.0 SITE WORK	\$ 4,080,000.00	Waters Construction	MCO.0902799
31.1 FENCES & GATES	\$ 116,532.00	Atlas Residential & Commercial	
31.2 LANDSCAPING	\$ 129,000.00	Glenn Terrace Landscaping	
31.3 FORD ST. ATHLETIC FIELDS	\$ 1,399,000.00	Mather Corp	MCO.0901384
>>>>Subtotal>>>>			
	\$ 56,438,536.00		
GENERAL REQUIREMENTS (EXHIBIT B-1)	\$ 1,267,087.00		
	\$ 56,705,593.00		
GENERAL CONDITIONS	\$ 3,699,965.00		
BUILDING PERMIT		Excluded	
TRAINING FUND		Excluded	
LIABILITY/BUILDERS RISK	0.0052 \$ 45,833.00		
Increase from base amount of \$53,178,500			
	\$ 60,451,391.00		
PERFORMANCE & PAYMENT BOND	\$ 59,491.00		
Increase from base amount of \$55,178,500	0.00675		
	\$ 60,510,882.00		
CONSTRUCTION CONTINGENCY	0.04 \$ 2,421,239.00		
CM FEE	0.0175 \$ 1,058,940.00		
	\$ 63,991,061.00		359.50
PRE-CON FEE	\$ 150,000.00		

END

2.3 - Option 3

Design-Build (D-B):

2.3.1 *D-B Best Value Based Selection Procedure*

D-B Best Value Based Selection Procedure:

The below example of a “D-B Best Value Based Selection Procedure” is extracted from Section 00 24 19.1 Project Scope, Proposal Submittal Requirements, Evaluation, & Selection Procedures D-B of the Design-Build Request for Proposals (RFP) - Volume 1 of 3.

16.0 D-B Competitive Sealed Proposal Selection Procedure:

16.1 Two-Step Procedure:

The D-B Competitive Sealed Proposal Selection is a Two Step D-B Procedure as follows:

16.2 Step 1 - D-B QBS Screening Shortlist Procedure:

Step1 D-B QBS Screening Shortlist Procedure is as follows:

Step 1 D-B QBS Screening Shortlist Procedure:	
1.0	Request for Qualifications (RFQ) Advertisement: CT DCS shall advertise an RFQ for prospective D-B Proposers to submit their teams Qualifications based upon a project’s specific needs and requirements.
2.0	QBS Screening Shortlist: No later than six (6) weeks after the deadline for the Request for Qualifications submission, unless extended in writing by the commissioner, each D-B Screening Shortlist Panel member shall evaluate all QBS Submittal Booklet and the D-B QBS Submittal Booklet for completeness and shall Shortlist the no more than the four (4) highest rated D-B Proposers to submit a Request for Proposal (RFP) for a specific project and attend an Selection Interview.
<div style="border: 1px dashed gray; padding: 5px;"> <p>Note: Potential D-B Proposers are specifically directed NOT to submit technical and/or price proposals during this first phase of the selection procedure.</p> </div>	

16.3 Step 2 - D-B Competitive Sealed Proposal Selection Procedure:

Step 2 D-B Competitive Sealed Proposal Selection Procedure:	
1.0	D-B Screening Shortlist Panel Proposal Review: The original D-B Screening Shortlist Panel shall screen each shortlisted D-B Proposal to determine whether it is in conformance with the requirements of the RFP including a review of each D-B Proposer’s QBS Submittal Booklet and D-B QBS Submittal Booklet. The D-B Screening Shortlist Panel shall create a list of final shortlisted D-B Proposers that shall be invited to an Interview.
2.0	D-B Qualitative Criteria Components Proposals: D-B Interview/Selection Panel Members shall receive the Qualitative Criteria Components of all of the D-B Proposals for their Review.
3.0	D-B Qualitative Criteria Components Review Meeting: Prior to the Interviews the CT DCS PM, and Criteria Architect, and the D-B Interview/Selection Panel shall meet to review the Qualitative Criteria Components of the all of the D-B Proposals.
4.0	Qualitative Criteria Components Evaluations: The D-B Interview/Selection Panel shall consist of six (6) members three (3) of such members shall be appointed by the Commissioner of Construction Services, shall be current employees of the Department of Construction Services and shall serve only for deliberations involving the project for which such members are appointed. Two (2) members shall be appointed by the department head of the user agency and one (1) member shall be a neutral party appointed by the commissioner.

16.3 Step 2 - D-B Competitive Sealed Proposal Selection Procedure: (Continued)

- | Step 2 - DB Competitive Sealed Proposal Selection Procedure: | |
|---|--|
| 1.0 | D-B Screening Shortlist Panel Proposal Review:
The original D-B Screening Shortlist Panel shall screen each shortlisted D-B Proposal to determine whether it is in conformance with the requirements of the RFP including a review of each D-B Proposer's QBS Submittal Booklet and D-B QBS Submittal Booklet. The D-B Screening Shortlist Panel shall create a list of final shortlisted D-B Proposers that shall be invited to an Interview. |
| 2.0 | D-B Qualitative Criteria Components Proposals:
D-B Interview/Selection Panel Members shall receive the Qualitative Criteria Components of all of the D-B Proposals for their Review. |
| 3.0 | D-B Qualitative Criteria Components Review Meeting:
Prior to the Interviews the CT DCS PM, and Criteria Architect, and the D-B Interview/Selection Panel shall meet to review the Qualitative Criteria Components of the all of the D-B Proposals. |
| 4.0 | Qualitative Criteria Components Evaluations:
The D-B Interview/Award Panel shall Interview each final shortlisted D-B Proposer and at the end of each Interview they shall evaluate the "Qualitative Criteria Components" of the D-B Proposal to determine rating scores based upon on the established Qualitative Criteria and Rating Point Values for the project as follows: |

Qualitative Criteria Components Evaluation:		Grades / Rating Point Values			
Design Features		A	B	C	F
1.0	Program Compliance	175	140	105	0
2.0	Aesthetics	75	60	45	0
3.0	Site Planning	50	40	30	0
Maximum Obtainable Design Points:		300			
Technical Features		A	B	C	F
1.0	Quality of Systems and Equipment	150	120	90	0
2.0	Quality of Materials	150	120	90	0
Maximum Obtainable Technical Points		300			
Contractor And Named Subcontractors Qualifications And Past Performance		A	B	C	F
1.0	Qualifications and past performance of work of a similar size, scope, and comparable dollar value to that of the subject project.	50	40	30	0
Maximum Obtainable Qualifications & Past Performance Points		50			
BUILDING INFORMATION MODELING (BIM)		A	B	C	F
1.0	The Design-Builder's Team selected for this Project shall demonstrate their Team's BIM qualifications for the Design and Construction Phases of this Project including, but is not limited to, design, construction, scheduling, budgeting, material quality, and performance. (See subsection 4.5 of this Section 00 24 19.1 of this D-B RFP).	25	20	15	0
Maximum Obtainable BIM Points		25			
Schedule		A	B	C	F
1.0	Contract Time and CPM Schedule	25	20	15	0
Maximum Obtainable Schedule Points		25			
Maximum Obtainable Total Qualitative Criteria Points		700			

Grades	Criteria Components
A	Grade is reserved only for a Proposal that exceeds the minimum expectations and requirements of the specific Criteria Component in the Request for Proposals.
B	Grade is for a Proposal that completely fulfills the minimum expectations and requirements of the specific Criteria Component in the Request for Proposals.
C	Grade is for a Proposal that barely (i.e. within a lower standard) fulfills the minimum expectations and requirements of the specific Criteria Component in the Request for Proposals.
F	Grade is for a Proposal that does not fulfill the minimum expectations and requirements of the specific Criteria Component in the Request for Proposals.

16.3 Step 2 - D-B Competitive Sealed Proposal Selection Procedure: (Continued)

Step 2																
D-B Competitive Sealed Proposal Selection Procedure:																
(Continued)																
6.0	<p>D-B-Interview/Selection – Total Cost Proposal Components Evaluation: At the conclusion of all of the Interviews and Evaluations of the “Qualitative Criteria Components” of each of the shortlisted D-B Proposers, the D-B Interview/Award Panel shall publicly open and review the “Sealed Total Cost Proposal Components”, including, but not limited to, the Total Cost Proposal Form, Total Cost Proposal Worksheet, and D-B Contractor and Named Subcontractors Qualification Questionnaires, for compliance with all of the requirements of the RFP.</p>															
7.0	<p>Total Cost Components Evaluation: The “Total Cost Components” of each Proposal shall receive a rating score based the following calculations:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-left: 20px;"> <thead> <tr> <th colspan="2" style="text-align: center;">Total Cost Components Evaluation:</th> <th style="text-align: center;">Rating Point Value</th> </tr> </thead> <tbody> <tr> <td style="width: 5%; text-align: center;">2.1</td> <td>Total Cost points are a calculated percentage based upon the ratio of the Lowest Total Cost Proposal divided by a Proposers Total Cost multiplied by Maximum Obtainable Total Cost Points.</td> <td rowspan="2" style="width: 15%;"></td> </tr> <tr> <td style="text-align: center;">2.2</td> <td>The Lowest Total Cost Proposal receives the Maximum Point Value Score.</td> </tr> <tr> <td colspan="2" style="text-align: center;">Maximum Obtainable Total Cost Points</td> <td style="text-align: center;">300</td> </tr> </tbody> </table>	Total Cost Components Evaluation:		Rating Point Value	2.1	Total Cost points are a calculated percentage based upon the ratio of the Lowest Total Cost Proposal divided by a Proposers Total Cost multiplied by Maximum Obtainable Total Cost Points.		2.2	The Lowest Total Cost Proposal receives the Maximum Point Value Score.	Maximum Obtainable Total Cost Points		300				
Total Cost Components Evaluation:		Rating Point Value														
2.1	Total Cost points are a calculated percentage based upon the ratio of the Lowest Total Cost Proposal divided by a Proposers Total Cost multiplied by Maximum Obtainable Total Cost Points.															
2.2	The Lowest Total Cost Proposal receives the Maximum Point Value Score.															
Maximum Obtainable Total Cost Points		300														
8.0	<p>Evaluation Calculation: The sums of the Qualitative Criteria Score plus the Total Cost Score shall be computed.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-left: 20px;"> <thead> <tr> <th colspan="2" style="text-align: center;">Evaluation Calculation:</th> <th style="text-align: center;">Rating Point Value Scores</th> </tr> </thead> <tbody> <tr> <td style="width: 60%; text-align: center;">Maximum Obtainable Total Qualitative Criteria Points</td> <td></td> <td style="text-align: center;">700</td> </tr> <tr> <td style="text-align: center;">Plus</td> <td></td> <td style="text-align: center;">+</td> </tr> <tr> <td style="text-align: center;">Maximum Obtainable Total Cost Points</td> <td></td> <td style="text-align: center;">300</td> </tr> <tr> <td colspan="2" style="text-align: center;">Maximum Obtainable Total Best Value Selection Points</td> <td style="text-align: center;">1000</td> </tr> </tbody> </table>	Evaluation Calculation:		Rating Point Value Scores	Maximum Obtainable Total Qualitative Criteria Points		700	Plus		+	Maximum Obtainable Total Cost Points		300	Maximum Obtainable Total Best Value Selection Points		1000
Evaluation Calculation:		Rating Point Value Scores														
Maximum Obtainable Total Qualitative Criteria Points		700														
Plus		+														
Maximum Obtainable Total Cost Points		300														
Maximum Obtainable Total Best Value Selection Points		1000														
9.0	<p>Best Value Proposal: The “Best Value” proposal shall be the Proposal with the highest adjusted Total Best Value Selection Points for the “Qualitative Criteria Components” plus the ‘Total Cost Components”. The Design-Builder with the “Best Value” proposal shall be selected to design and build the building.</p>															
10.0	<p>Tie Breaker Protocol: In the event of a tie score, the D-B Proposers with the highest adjusted Total Best Value Score by the User Agency shall be ranked higher than the other D-B Proposers.</p>															

16.4 Quality Incentive Factor:

The CT DCS D-B Best Value Selection objective is to select the most highly qualified D-B Firm while taking its proposed costs into consideration. The D-B Best Value Selection should be biased toward the most highly Qualified Firm. Therefore, two (2) adjustments shall be made to each D-B's Total Average Qualitative Point score as indicated in the Quality Incentive Factor Table below:

Quality Incentive Factor Table

- .1 CT DCS will adjust the Total Average Qualitative Points score via the following Quality Incentive Factors. This reflects CT DCS's preference for the more highly Qualified Firms. Each Firm's Total Average Qualitative Points will be adjusted per the following table:

D-B's Total Average Qualitative Points (Point Averages)			Quality Incentive Factor		Adjusted D-B's Total Average Qualitative Points (Rounded to nearest whole number)
950	→ 1000	x	1.20	=	1140 → 1200
900	→ 949	x	1.15	=	1035 → 1091
850	→ 899	x	1.10	=	935 → 989
800	→ 849	x	1.05	=	840 → 891
700	→ 799	x	1.00	=	700 → 799
00	→ 699	x	0.00		0

- .2 If a Firm's Total Cost Proposal is more than 20% below the average of the other two (2) or three (3) Firm's Cost Proposals, then that Firm will be considered "non-responsive". This is to preclude a Firm with an unusually low "Cost Proposal" from distorting the "Cost Per Unit Of Quality" calculations that represent the Firm that will provide the "Best Value" D-B Services necessary for support of estimated "Cost of the Work" of the Project.

17.0 Selection Results Notifications

After the CT DCS Commissioner has made the Selection, the CT DCS Process Management shall send a **Conditional Selection Letter** to the successful Design-Builder and shall also send a **Not Selected Letter** to all other Design-Builders who shortlisted but were not selected, and will advise the D-B Interview/Selection Panel Members of the results.

18.0 D-B Agreement Award

When all of the required supplemental D-B Submittal documents have been submitted to the CT DCS and approved then a D-B Agreement shall then be written and processed for approval. Prior to the start of work, all D-B Agreements must be approved by the CT DAS Commissioner, CT DAS State Properties Review Board, and the Office of the Attorney General.

END

**Design-Build
Total Cost Proposal Form
Connecticut Department of Administrative Services (CT DAS)
Connecticut Division of Construction Services (CT DCS)**

This Total Cost Proposal Form must completely filled out be submitted in a **SEALED ENVELOPE**, (See D-B RFP Volume 1, Section **00 24 19.1** Project Scope, Proposal Submittal Requirements, Evaluation, And Selection Procedures) and delivered to **State Office Building, Division of Construction Services, Office of Design & Construction, Process Management Unit - Room 437, 165 Capitol Avenue, Hartford, Connecticut 06106** prior **1:00 P.M.** by the designated Due Date stated in the D-B RFP and thereafter publicly opened and read aloud in Room No. G-32 as stated in subsection 3.0 - Proposed Key Milestone Schedule in D-B RFP Volume 1, **Section 00 24 19.1** Project Scope, Proposal Submittal Requirements, Evaluation, And Selection Procedures of this RFP.

Project Number: _____

Project Name: _____

Project Location: _____

The Proposer, named _____ and hereinafter referred to as "the Proposer", with a principal place of business at _____

is a(n)* _____

existing under the laws of the State of _____, and proposes to do business as _____

with the State of Connecticut, hereinafter referred to as "the State".
(* Corporation, partnership, joint venture, individual, etc.)

Section 00 24 19.01 Project Scope, Proposal Submittal Requirements, Evaluation, And Selection Procedures

1.0 Acknowledgements:

I (We) acknowledge and agree to the following:

1.1 General:

In accordance with CGS § 24(b) and the requirements of Request For Proposals (D-B) for the above referenced Project, I (We) propose to furnish the labor and/or materials, installed as required for the project named and numbered on this D-B Total Cost Proposal Form, submitted herein, furnishing all necessary, all design services, equipment, machinery, tools, labor and other means of construction, and all materials specified in the manner and at the time prescribed strictly in accordance with the provisions of all of the requirements of the Contract Documents including, but not limited to, the Request For Proposals (D-B), including but not limited to, Sections **00 24 19.1 Project Scope, Proposal Submittal requirements, Evaluation and Selection Procedures D-B, 00 53 D-B Agreement, 00 73 43 General Conditions D-B, Division 01 General Requirements (D-B Capital Projects)**, specifications and/or drawings together with all addenda issued and received prior to the scheduled closing time for the receipt of the Proposals and in conformity with requirements of the Awarding Authority and any laws or Departmental regulations of the State of Connecticut or of the United States which may affect the same, for and in consideration of the price(s) stated on this said Total Cost Proposal Form. For the purposes of this Form the terms "Contractor", "Bidder", or "Proposer" shall mean "Design-Builder".

1.2 Total Cost Proposal Form:

The Proposer Lump Sum Total Cost Proposal submitted on the Total Cost Proposal Form includes all work indicated in the Contract Documents, and Request For Proposals (D-B) **without any exceptions, clarifications, or exclusions. Submission of any exceptions, clarifications and/or exclusions may result in the Design-Builder's Proposal being deemed Not Responsive.**

1.3 Total Cost Proposal Worksheet:

To complete and submit **00 43 53.1 Total Cost Proposal Worksheet D-B** with this Total Cost Proposal Form and failure to comply with any portion of this requirement will be cause for rejection of your Proposal.

1.4 Request for Proposal (RFP) Compliance:

That the Proposer is in compliance with the "Request for Proposal (D-B)" for the above Project and has examined all of the Contract Documents, all supplementary documents and addenda, and understands the availability of materials, labor and other resources, and hereby proposes to furnish all design services, labor and other resources, materials, equipment and all other aspects required for the project in accordance with the proposal documents of which this form is a part.

1.5 Selection Interview Participation:

To make one or more presentations to an Award/Selection Panel.

1.6 Provide Additional Information:

To provide, at any time, including but not limited to contract negotiations, when requested by the State, additional project cost information, and Design/Builder's financial statement data will be provided.

1.7 Hold Total Cost Proposal Price:

To hold the Total Cost Proposal price for **ninety (90)** calendar days after the date of the CT DCS Conditional Selection Letter, and;

1.7.1 To hold the Total Cost Proposal price for any additional calendar days caused by any delays in receive Bond Funds and/or the Proposer's submittal of supplemental and supporting documents and required by, but not limited to, the Connecticut Department Of Administrative Services, Division of Construction Services, Connecticut Department Of Labor, Connecticut Commission on Human Rights and Opportunities, and Connecticut Office of the Attorney General.

1.7.2 The Proposer and the State may mutually agree to further extensions of additional time, and;

1.7.3 The Conditionally Selected Proposer is required to submit all supplemental and supporting submittal documents as by the State of Connecticut and; if there are any delays in the receipt of a supplemental and supporting submittal documents then the Total Cost Proposal price shall remain valid for the same additional number of calendar days as the delay. Example: If a supplemental and supporting document is submitted **four (4)** calendar days later; then the Total Cost Proposal price shall remain valid for **ninety-four (94)** calendar days.

1.8 Proposal Submittal Document Schedule:

To provide all of the Proposal Submittal Documents listed in the "**Proposal Document Submittal Schedule**" of this Total Cost Proposal Form within the stipulated calendar days.

1.9 Connecticut Freedom of Information Act ("FOIA"):

The Proposer understands that due regard will be given for the protection of proprietary or confidential information contained in all proposals received. However, Proposers should be aware that all materials associated with the procurement are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all rules, regulations and interpretations resulting therein will not be sufficient for Proposers to merely state generally that the proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages, or sections that a Proposer believes to be exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with Section 1-19 (b) of the FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Proposer that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above cited statute.

1.10 Commencement and Progress of the Work: (Section 00 52 53 Design-Build Agreement)

The Design Builder agrees that they shall commence Work for the Design & Construction of this Project on the Project Start Date indicated in a written "Notice Proceed" issued by the Commissioner or the authorized representative and continue for **Six Hundred and Eight, (608)** Calendar days to **Substantial Completion**.

1.11 Liquidated Damages – Substantial Completion: (Section 00 52 53 Design-Build Agreement)

The Proposer will accept an assessment of liquidated damages in the amount of **(\$3,417.00), Three Thousand Four Hundred and Seventeen Dollars** per day for each Calendar Day beyond established Substantial Completion Date that the Design-Builder fails to achieve Substantial Completion.

1.12 Liquidated Damages – Post Substantial Completion: (Section 00 52 53 Design-Build Agreement)
The Proposer will accept an assessment of liquidated damages in the amount of **(\$1,353.00)**, **One Thousand Three Hundred and Fifty-three Dollars** per day for each Calendar Day beyond the **ninety (90)** Calendars Days of the established Substantial Completion Date that the Design-Builder fails to complete all of the Work required of the Acceptance of the Work.

1.13 Addenda / Addendum:

The Design/Builder states that this Proposal includes _____ Addenda / Addendum.

1.14 Objective Criteria for Evaluating Proposers:

All Proposals must meet the requirements of **Section 00 24 19.1 Project Scope, Proposal Submittals, Evaluation And Selection Procedures D-B** for the D-B Sealed Total Cost Proposal Components in addition to the requirements of Section 00 24 19.1 Project Scope, Proposal Submittals, Evaluation And Selection Procedures for the D-B Sealed Total Cost Proposal Components.

1.15 Nondiscrimination and Labor Recruitment:

I (we) agree that the Contract awarded for this project shall be subject to Executive Orders No. Three & Seventeen, promulgated June 16, 1971 and February 15, 1973, respectively, and to the Guidelines and Rules of the State Labor Commissioner implementing Executive Order No. Three and further agree to submit reports of Compliance Staffing on Labor Department Form E.O. 3-1, when and as requested.

1.15.1 Executive Order No. Three is superseded by the Connecticut General Statutes 4a-60 and 4a-60a and the Commission on Human Rights Regulations (CHRO), section 46a-68j-21 through 46a-68j. The CHRO Regulations are available at the CHRO Website: www.ct.gov/chro/ and Phone: 860.541.3400.

1.16 Confidentiality of Documents:

1.16.1 The undersigned agrees that if not selected as the Design-Builder for this project, all plans and specifications in their possession for the project shall be destroyed.

1.16.2 The undersigned agrees that if selected as the Design-Builder for this project:

.1 The plans and specifications shall not be disseminated to anyone except for construction of this project.

.2 The following provision shall be included in all of its contracts with professional design consultants, design sub-consultants, contractors, and subcontractors.

"Any and all drawings, specifications, maps, reports, records or other documents associated with the contract shall only be utilized to the extent necessary for the performance of the work and duties under this Agreement. Said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the Work described in this Agreement. No other disclosure shall be permitted without the prior written consent of the Division of Construction Services. When any such drawings, specifications, maps, reports, records or other documents are no longer needed, they shall be destroyed."

.3 Upon completion of the construction and the issuance of a certificate of occupancy, the plans, and specifications shall be returned to the Division of Construction Services, or destroyed, or retained in a secure location and not released to anyone without first obtaining the permission of the Division of Construction Services.

2.0 Department of Administrative Services (DAS) Pre-Qualification Certificates and Update Statements: The DAS Contractor Prequalification Program (C.G.S §4a-100) requires all **Contractors** (D-B Proposers) to apply on-line for a CT-DAS Pre-qualification Certificate and the CT - DAS Update Statement (as applicable) and to submit a hardcopy of the CT-DAS Pre-qualification Certificate and the CT - DAS Update Statement (as applicable) for the Design-Builder with their Section 00 42 53 D-B Cost Proposal Form for the CT DAS Contractor Classification for this Project as shown below: For more Information about DAS Prequalification submittal requirements see Section 00 24 19.1 of this D-B RFP.

CT DAS Contractor Classification: General Building Construction (Group)

2.1 Named Subcontractor - CT DAS Pre-qualification Certificate and Update Statement: In accordance with CGS § 4a-100 a **Named Subcontractor** is **Substantial Subcontractor** when a person performs work with a value in excess of **five hundred thousand dollars (\$500,000)** for a Contractor (Design-Builder) pursuant to a contract for work for the state which is estimated to cost more than **five hundred thousand dollars (\$500,000)**.

- 2.1.2 The Design-Builder's Named Subcontractors that are Substantial Subcontractors apply on-line for a CT-DAS Pre-qualification Certificate and the CT - DAS Update Statement (as applicable) and submit a hardcopy of the CT-DAS Pre-qualification Certificate and the CT - DAS Update Statement (as applicable) for the Design-Builder with their Section 00 42 53 D-B Cost Proposal Form for the CT DAS Contractor Classification for this Project as shown above: For more Information about DAS Prequalification submittal requirements see Section 00 24 19.1 of this D-B RFP.
- 2.2 **Connecticut Major Contractor's License:** For all CT DCS projects designated **CT DAS Contractor Classification Group A, Group B, or Group C** or **Projects That Exceed Threshold Limits of C.G.S §29-276b** the D-B Proposer must submit a **Connecticut Major Contractor's License** issued by the Connecticut Department of Consumer Protection with the **Section 00 42 53** CMR Cost Proposal Form.
- 3.0 **State of Connecticut Prevailing Wage Rates:**
- 3.1. **Prevailing Wage Rates: (CGS 31-53):** The Commissioner of CT Department Of Labor (DOL) shall determine the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of such employee to any employee welfare fund, as defined in subsection §31-53, in each locality where any such public work is to be constructed. The Prevailing Wage Rates are for the duration this Project's Contract Time and are in Section 00 43 23.1 Prevailing Wage Rates - (D-B) of this D-B-RFP.
- 12.1.2 **Annual Adjustments To Wage Rates (CGS §31-55a):** In accordance with CGS §31-55a, as amended, each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor. **Annual adjusted Prevailing Wage Rates will not be considered a matter for a Agreement Amendment with CT DCS.**
- 4.0 Federal Executive Order No. 11246 (as amended) - Equal Employment Opportunity (EEO) and Nondiscrimination in Employment by Government Contractors and Subcontractors:**
During the performance of this contract the Proposer and their General Contractor and Subcontractors agree to comply with all of the requirements of Federal Executive Order No. 11246 (as amended). See the U.S. Department of Labor Website for more information: www.dol.gov/.
- 5.0 **Insurance:**
The limits of liability for the Insurance required for this project shall be as required by Article 9, Indemnity and Insurance of Section **00 52 53 Design-Build Agreement** (See Section 00 50 00 Contracting forms & Supplements).**5.1 Additional Insurance Requirements:** In addition to the insurance required by Section **00 52 53 Design-Build Agreement** the Proposer shall provide the following insurance for this project:
- 5.1.1 **Commercial General Liability – XCU:** For Explosion, Collapse, and Underground Damage.
- 6.0 Connecticut Set-Aside Program Requirements:**
In accordance with the requirements of CGS § 4a-60g, (f) the Design/Builder for this project shall comply with the following requirements:
- 6.1 The Proposer for this Project shall award not less than **(25%)** of the total Contract Price to contractors who are certified and eligible to participate in the State of Connecticut's "Small Contractor's" set-aside program, including **(25%)** of this amount (or **6.25%** of the total Contract Price to be awarded to certified and eligible "Minority Businesses Enterprises" (MBE).
- 6.2 This requirement must be met even if the Proposer is certified and eligible to participate in the Small Business Set-Aside Program. For more information see the CT CHRO Website: www.ct.gov/chro/.
- 6.3 The Proposer shall also submit DAS Prequalification and Update Statements, with the DAS Construction Classification as stated in paragraph 2.1 of **Section 00 42 53 Total Cost Proposal Form** for all "Named Subcontractors" that are "Substantial" subcontractors whose subcontract exceeds five hundred thousand dollars (\$500,000).
- 6.4 **Design-Build Projects:**
In accordance with the requirements of CT CHRO:
"When projects are design/build (or similar as in multi-phase contracts) where subcontractors are solicited for bids at different stages of the project, Contractors must file a CHRO Affirmative Action Plan (AAP) Format by week, month, or quarter (as determined by CHRO) listing all S/M/W/DBE's subcontractors with whom contracts have been signed during that period. These reports must be filed until the Contractor has provided evidence that the set-aside requirements for the project have been met." For more information see the CT CHRO Website: www.ct.gov/chro/.

7.0 Design/Builder's Contractor and Subcontractor Qualification Questionnaires:

The Proposer shall complete and submit a **00 45 16.1 Contractor Qualification Questionnaire D-B** and submit **00 45 17.1 Named Subcontractor's Qualification Questionnaires D-B** for each Named Subcontractor listed in this Total Cost Proposal Form and as required by **00 24 19.1 Project Scope, Proposal Submittal Requirements, Evaluation And Selection Procedure D-B.**

7.1 All of the required D-B Qualification Questionnaires will be considered as part of your Total Cost Proposal Form and failure to comply with any portion of this requirement will be cause for rejection of your Proposal.

7.2 Information in regards to the submittal Design/Builder's General Contractor and Named Subcontractor Qualifications Questionnaires is made part of this Total Cost Proposal Form. **Note:** Individual Technical Specification Sections from the RFP may contain Contractor and/or Named Subcontractor Qualification requirements that exceed those in **Section 00 45 13.1 Objective Criteria For Evaluating Qualifications of Proposers D-B.**

8.0 Total Cost Proposal Form Submittal:

This Total Cost Proposal Form is submitted and in compliance with the foregoing and following conditions and/or information:

8.1 Instructions To Proposers and Objective Criteria for Evaluating Qualifications of Proposers:

All Total Cost Proposals shall also be subject to provisions of **Section 00 21 16.1 Notice To Proposers D-B** and **Section 00 45 13.1 Objective Criteria for Evaluating Qualifications of Proposers D-B** for the purpose of award; and consideration shall be given only to Proposals submitted by qualified and responsible Proposers.

8.2 Total Cost Proposals Are Not Transferable:

The Proposer agrees that Total Cost Proposals are not transferable to other proposers and must be submitted in the same name as used on the proposer's professional credentials, business credentials, insurance requirements, affidavits, and certifications, and requalification statements.

9.0 Total Cost Proposal:

Written Amount _____ Dollars

Figure Amount \$

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(Place Figure Amount in Appropriate Boxes.)

Discrepancies: In the event of any discrepancy between the amount written in words and the amount written in numerical figures, the amount written in words shall be controlling.

9.1 Discrepancies:

In the event of any discrepancy between the amount written in words and the amount written in numerical figures, the amount written in words shall be controlling.

10.0 Named Subcontractors:

List the names and prices of the Named Subcontractor that will perform the work of the trades listed in Schedule 10.0. Any Named Subcontractor as listed in schedule 10.0 of this Total Cost Proposal Form is required to complete **Section 00 45 17.1 D-B Named Subcontractor's Qualification Questionnaires** for each Named Subcontractor listed. All Named Subcontractors required to be listed on Schedule 10.0 shall be required to submit CT DAS Pre-qualification Certificate and Update Statements for each Named Subcontractor that corresponds to the CT DAS General Building Construction Classification stated in paragraph 2.1 of this Total Cost Proposal Form with their Named Subcontractor's Qualification Questionnaires D-B. This information will be considered as part of your Total Cost proposal Form and failure to comply with any portion of this requirement will be cause to reject your Proposal.

10.0 Named Subcontractors (Continued):

Schedule 10.1 – Named Subcontractors				
(Note: Failure To Properly Complete All Sections Of This Schedule 10.0 Shall Result In Rejection Of The Proposal.)				
The Design-Builder Shall Indicate The Subcontractor Name And Contract Value For The Largest Single Subcontractor In Each Named Subtrade.				
Class of Work Descriptions	Name of Subcontractor	Amount Dollars	Labor & Material Payment Bond	Performance Bond
1. Masonry		\$ _____	_____ %	_____ %
2. Electrical		\$ _____	_____ %	_____ %
3. HVAC		\$ _____	_____ %	_____ %
4. Mechanical* <i>*(except HVAC)</i>		\$ _____	_____ %	_____ %
Other Class Of Work Descriptions	Name of Subcontractor	Amount Dollars	Labor & Material Payment Bond	Performance Bond
5. _____		\$ _____	_____ %	_____ %
6. _____		\$ _____	_____ %	_____ %
7. _____		\$ _____	_____ %	_____ %
8. _____		\$ _____	_____ %	_____ %

11.0 DB Proposal Statements:

11.1 Non-collusion Statement:

I (we), the undersigned, hereby declare that I am (we are) the only person(s) interested in the Proposal and that it is made without any connection with any other person making any Proposal for the same work. No person acting for, or employed by, the State of Connecticut is directly or indirectly interested in this Proposal, or in any Contract which may be made under it, or in expected profits to arise therefrom. This Proposal is made without directly or indirectly influencing or attempting to influence any other person or corporation to submit a Proposal or refrain from submitting a Proposal or to influence the amount of the Proposal of any other person or corporation. This Proposal is made in good faith without collusion or connection with any other person submitting a Proposal for the same work and this proposal is made with distinct reference and relation to the Request for Proposals prepared for this Contract. I (we) further declare that in regard to the conditions affecting the Work to be done and the design, labor and materials needed, this Proposal is based solely on my (our) own investigation and research and not in reliance upon any representations of any employee, officer or agent of the State.

11.2 Evaluation Methodology Acceptance Statement:

The DB Proposer's submission of their Design-Build "Qualitative Components" and "Sealed Total Cost Components" Proposals in response to this D-B RFP indicates the Proposer's acceptance of the State's Evaluation Methodology set fourth in this DB RFP and the recognition that the subjective judgments must be made by the State during the evaluation process and in its final selection. By submitting this Total Cost Proposal, I (we), the undersigned, hereby declare that I am (we are), has accepted the CT DCS Evaluation Methodology.

Name of Proposer: _____ (Name) _____ (Date)

***Proposer's Signature:** _____ (Signature) **Title:** _____ (Title)

** Attach corporate resolution or power of attorney, if appropriate.*

Proposer's Address: _____

(City)

(State)

(Zip Code)

12.0 Connecticut Major Contractor's License:

For all CT DCS projects designated CT DAS General Building Construction Classification Group A, Group B or Group C the Proposer must submit a Connecticut Major Contractor's License issued by the Connecticut Department of Consumer Protection for their General Contractor and all Named Subcontractors with this Total Cost Proposal Form.

13.0 Proposer Information:

Firm Federal Employer Identification Number: _____

Firm CT Tax Registration Number: _____

Firm Address: _____

(Street)

(City/Town)

(State)

(Zip Code)

Telephone Number: _____

FAX Number: _____

Email Address: _____

Type of Business Entity (check one):

- Corporation
- Limited Liability Corporation (LLC)
- Partnership
- Sole Proprietor

Corporate Seal
 (If a Corporation)



Doing Business As (d/b/a)?
 If yes, provide complete name **below:**

Provide Exact Wording on Corporate Seal **below:**

This Proposal submission is **only** for Design-Builder's who are currently have the DAS following **Certification:**

CT DAS Contractor Classification: General Building Construction (Group C)

The Conditionally Selected Proposer shall submit all supporting documents within the calendar day time limits noted in the "Proposal Document Submittal Schedule" of this Total Cost Proposal Form. If there are any delays in the receipt of these materials then the Proposal shall remain valid for the same additional number of calendar days. For example, since, the Conditionally Selected Proposer shall be required to hold their Proposal price for ninety (90) calendar days and any extensions caused by the Proposer's delays in required submissions, if materials are submitted four (4) days later; then the Proposal shall remain valid for ninety-four (94) days.

14.0 Proposal Document Submittal Schedule:

14.1 Documents To Be Either Submitted With This Total Cost Proposal Form – (D-B) And/Or Uploaded to the DAS Website:

Failure to Submit or Upload any of the **Items Numbered 1 through 7** shall cause rejection of the Design Builder's **Sealed Total Cost Proposal Components** and shall not be considered a minor irregularity.

Item No.:	Document Number	Document Name / Description	<i>This Column For State Use Only</i>
1.0	00 42 53.1	Total Cost Proposal Worksheet (Design-Build)	<input type="checkbox"/>
2.0	00 45 16.1	Contractor Qualification Questionnaire - DB	<input type="checkbox"/>
3.0	00 45 17.1	Named Subcontractor's Qualification Questionnaire - DB	<input type="checkbox"/>
4.0	—	DAS Pre-qualification Certificate (Contractor and Named Subcontractors (That are classified as "Substantial Subcontractors") See www.das.state.ct.us for required form(s).	<input type="checkbox"/>
5.0	—	DAS Update Statement(s) See www.das.state.ct.us for required form(s).	<input type="checkbox"/>
6.0	—	Connecticut Major Contractor's License For Projects designated in Section 00 24 19.1, Project Scope, Proposal Submittal Requirements, Evaluation And Selection Procedures D-B, of this D-B RFP as "Exceeding the Threshold Limits" must meet C.G.S §20-341gg Registration of Major Contractors. See Article 1 of Section 00 21 16.1 Instructions To Proposers (D-B).	<input type="checkbox"/>
7.0	—	Ethics Affidavit (Regarding State Ethics) (New July 1, 2005) Upload the following to the DAS Website prior to, or at the time of Proposal Submittal, See www.das.state.ct.us for required form(s).	<input type="checkbox"/>
8.0	—	Gift and Campaign Contribution Certification Upload the following to the DAS Website prior to, or at the time of Proposal Submittal. See www.das.state.ct.us for required form(s).	<input type="checkbox"/>
9.0	—	Connecticut Major Contractor's License For all CT DCS projects designated CT DAS Contractor Classification Group A, Group B, or Group C or Projects That Exceed Threshold Limits of C.G.S §29-276b the D-B Proposer must submit a Connecticut Major Contractor's License issued by the Connecticut Department of Consumer Protection with the Section 00 42 53 CMR Cost Proposal Form. See Article 1 of Section 00 21 16.1 Instructions To Proposers (D-B) for specific requirements.	<input type="checkbox"/>
10.0	—	Office of Policy and Management (OPM) Form 7 - Iran Certification: This form must always be submitted with the D-B Proposal. See Article 2 of Section 00 21 16.1 Instructions To Proposers (D-B) for specific requirements.	<input type="checkbox"/>
11.0	00 40 14	Certificate (of Authority) See www.ct.gov/dcs for required form.	<input type="checkbox"/>

15.0 CT DCS Conditional Selection Letter Document Submittals:

The Conditionally Selected Design-Builder shall be notified in a "Conditional Selection Letter" of additional Submittal Requirements. The Conditional Selection Letter shall also notify the Design-Builder of certain affidavits and certifications require to be provided to CT DCS at the time the D-B Agreement is executed.

End
Section 00 42 53
Total Cost Proposal Form - Db

Division Number	Description	Division Cost Subtotals
01	General Requirements	
02	Existing Conditions	
03	Concrete	
04	Masonry	
05	Metals	
06	Wood, Plastics, and Composites	
07	Thermal and Moisture Protection	
08	Openings	
09	Finishes	
10	Specialties	
11	Equipment	
12	Furnishings	
13	Special Construction	
14	Conveying Equipment	
21	Fire Supression	
22	Plumbing	
23	Heating, Ventilating, and Air Conditioning	
26	Electrical	
27	Communications	
28	Electronic Safety and Security	
31	Earthwork	
32	Exterior Improvements	
33	Utilities	
	Total Cost:	\$ -
	(Includes Design, Construction and All Of The Requirements Of This D-B RFP)	
<p>Note: This Total Cost Worksheet is the basis of the cost evaluation process as represented by the Total Cost in the Total Cost Proposal Statement.</p>		

Design – Build Instructions To Proposers

00 21 16.1 Instructions To Proposers:

For the purposes of this section the terms “Contractor”, “Bidder”, or “Proposer” shall mean “Design-Builder and the term “Bid” shall mean “Proposal”. All Proposals must meet the requirements of this **Section 00 21 16.1 Instructions To Proposers D-B, Section 00 45 15.1 Objective Criteria For Evaluating Qualifications of Proposers D-B** in addition to the all requirements of **Section 00 24 19.1 Project Scope, Proposal Submittals, Evaluation And Selection Procedures D-B** and all of the requirements the D-B Request for Proposals (RFP) for this project.

Article 1 Sealed Total Cost Proposals Requirements and Rejection of Proposals:

1.1 Sealed Total Cost Proposals Components:

The Sealed Total Cost Proposals shall be for the complete design and construction work as specified in all of the Volumes of the D-B Request For Proposals for this Project and shall include the names of the any subcontractors for the four (4) classes of work as specified in subsection (a) of C.S.G. § 4b-93 for **Masonry, Electrical, HVAC, and Mechanical (except HVAC)** as amended, and for each other class of work for which the awarding authority has required a separate section pursuant to said subsection and the dollar amounts of their subcontracts, and the proposer shall be selected on the basis of such Sealed Total Cost Proposals. It shall be presumed that the proposer intends to perform with its own employees all work in such four classes and such other classes, for which no subcontractor is named. The Proposer’s qualifications for performing such work shall be subject to review under C.S.G. § 4b-24(4), as amended. The awarding authority may require the Proposer to replace a Named Subcontractor whenever the awarding authority determines in their sole discretion that such replacement is in the best interest of the State.

1.2 Design/Builder’s Contractor and Subcontractor Qualification Questionnaires:

The Proposer shall complete and submit a **00 45 16.1 Contractor Qualification Questionnaire D-B** and submit **00 45 17.1 Named Subcontractor’s Qualification Questionnaires D-B** for each Named Subcontractor listed in this Total Cost Proposal Form and as required by **00 24 19.1 Project Scope, Proposal Submittal Requirements, Evaluation And Selection Procedure D-B**.

1.2.1 All of the required D-B Qualification Questionnaires will be considered as part of your Total Cost Proposal Form and failure to comply with any portion of this requirement will be cause for rejection of your Proposal.

1.2.2 Information in regards to the submittal Design/Builder’s General Contractor and Named Subcontractor Qualifications Questionnaires is made part of this Total Cost Proposal Form. **Note:** Individual Technical Specification Sections from the RFP may contain Contractor and/or Named Subcontractor Qualification requirements that exceed those in **Section 00 21 19.1 Objective Criteria For Evaluating Qualifications of Proposers D-B**.

1.3 Contractor and Named Subcontractor CT - DAS Pre-qualification Certificate and Update Statement:

The Design-Builder shall apply on-line for a CT-DAS Pre-qualification Certificate and the CT - DAS Update Statement (as applicable) and must submit a hardcopy of the CT-DAS Pre-qualification Certificate and the CT - DAS Update Statement (as applicable) for their Contractor and each Named Subcontractor (that performs the work classified as a Substantial Subcontractor) for **Masonry, Electrical, HVAC, and Mechanical (except HVAC)** with their Sealed Total Cost Proposal Components for the DAS General Building Construction Classification as stated in the **00 42 53 Total Cost Proposal Form D-B**.

1.3.1 Website Link: For guidance on the various **DAS Pre-qualification Certificate and Update Statement** submittal requirements visit the CT-DAS Website: <http://das.ct.gov>

1.4 Substantial Subcontractor CT - DAS Pre-qualification Certificate and Update Statement:

In accordance with CGS § 4a-100 a Substantial Subcontractor is a person who performs work with a value in excess of **five hundred thousand dollars (\$500,000)** for a contractor pursuant

to a contract for work for the state which is estimated to cost more than **five hundred thousand dollars (\$500,000)**.

1.4.1 Substantial Subcontractor: The awarding authority may require the proposer's to replace a Substantial Subcontractor whenever the awarding authority determines in their sole discretion that such replacement is in the best interest of the State.

1.5 Connecticut Major Contractor's License: For all CT DCS projects designated CT DAS Contractor Classification Group A, Group B, or Group C the CMR Proposer must submit a **Connecticut Major Contractor's License** issued by the Connecticut Department of Consumer Protection with the **Section 00 42 53 Total Cost Proposal Form D-B**.

1.6 Projects That Exceed Threshold Limits C.G.S §29-276b:
Projects designated in **Section 00 24 19.1, Project Scope, Proposal Submittal Requirements, Evaluation And Selection Procedures D-B**, of this D-B RFP as "Exceeding the Threshold Limits" must meet the requirements of **C.G.S §20-341gg Registration of Major Contractors:**

1.6.1 Any person engaged in the business of construction, structural repair, structural alteration, dismantling or demolition of a structure or addition that exceeds the threshold limits provided in C.G.S §29-276b, or any person who, under the direction of a general contractor, performs or offers to perform any work that impacts upon the structural integrity of a structure or addition, including repair, alteration, dismantling or demolition of a structure or addition that exceeds the threshold limits shall engage in or offer to perform the work of a Major Contractor unless such person has first obtained a license or certificate of registration from the Department of Consumer Protection. Individuals licensed under the requirements of **C.G.S §20-341gg 'Registration of Major Contractors'**. The Department of Consumer Protection shall issue a certificate of registration to any person who is prequalified pursuant to section 4a-100 who applies for registration in accordance with this section.

1.6.2 The contractor and all subcontractors that engage in work that impacts upon the structural integrity of a structure or addition must register as a **Major Contractor** with the Department Of Consumer Protection and obtain a **Major Contractor License** issued by the Department Of Consumer Protection prior to the D-B Proposal Due Date/Time for this Design- Build Project.

1.6.3 For further information visit the Department Of Consumer Protection Website: www.dcp.state.ct.us.

1.7 Conditional Or Obscure Sealed Total Cost Proposal Components and Submittal of the DAS Prequalification Certificate and Update Statement: Every proposal which is conditional or obscure, or which is not accompanied by a Department of Administrative Services Prequalification Certificate and Update Statement, or which contains any addition not called for, shall be invalid, and the awarding authority shall reject every such proposal. The awarding authority shall be authorized to waive minor irregularities which they considers it in the best interest of the State, provided the reasons for any such waiver are stated in writing by the awarding authority and made a part of the contract file. No such proposal 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 **Section 00 42 53 Total Cost Proposal Form D-B** and **Section 00 42 53.1 Total Cost Proposal Worksheet D-B** as furnished by the awarding authority, but this sentence shall not be applicable to any failure to furnish prices or information required by CSG § 4b-95, as revised, or to be furnished in the **Total Cost Proposal Form D-B** provided by the awarding authority or the requirements of the sealed **Total Cost Proposal Components** of the D-B RFP for this Project.

1.7.1 No person who's **Subcontract** exceeds five hundred thousand dollars in value may perform work as a Subcontractor on a project *estimated* to cost more than five hundred thousand dollars, unless the person is **prequalified** in accordance with C.G.S. § 4a-100, as amended by **Public Act 06-134**.

- 1.8 Publicly Opened Sealed Total Cost Proposals:**
Sealed Total Cost Proposals shall be publicly opened and read by the awarding authority. The awarding authority may require in the bid form that the contractor agree to perform a stated, minimum percentage of work with its own forces. The awarding authority may also require the proposer's contractor to set aside a portion of the contract for subcontractors who are eligible for set-aside contracts. No Proposal shall be rejected (1) because of error in setting forth the name of a subcontractor as long as the subcontractor or subcontractors designated are clearly identifiable. Failure to correctly state a **subcontractor's price** shall be cause for rejection of the bid.
- 1.9 Substitution of a Subcontractor for One Named:**
The awarding authority shall not permit substitution of a subcontractor for one named in **00 42 53 Total Cost Proposal Form D-B** and in accordance with the provisions of said C.S.G. §4b-95 for subcontractors, or substitution of a subcontractor for any designated sub-trade work bid to be performed by the 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 contractor's:
- 1.7.1** Death or physical disability, if the listed subcontractor is an individual;
 - 1.7.2** Dissolution, if a corporation or partnership;
 - 1.7.3** Bankruptcy;
 - 1.7.4** Inability to furnish any performance and payment bond shown on the bid form;
 - 1.7.5** Inability to obtain, or loss of, a license necessary for the performance of the particular category of work;
 - 1.7.6** Failure or inability to comply with a requirement of law applicable to contractors, subcontractors, or construction, alteration, or repair projects;
 - 1.7.7** Failure to perform its agreement to execute a subcontract under C.S.G. § 4b-96 of the, as revised.
- 1.10 Total Cost Proposal Amount:**
The Total Cost Proposal amount shall be the Total Contract Price set forth in the space provided on **00 42 53 Total Cost Proposal Form D-B**. No Proposal shall be rejected because of error in setting forth the name of a subcontractor as long as the proposer's subcontractor or subcontractors designated are clearly identifiable. Failure to correctly state a subcontractor's price shall be cause for rejection of the Proposal.
- 1.11 Prevailing Wage Rates and Annual Adjustments to Prevailing Wage Rates:**
Each proposer's contractor who is awarded a Contract shall be subject to provisions of the C.S.G. §31-53 Prevailing Wages Rates and annual adjustment of prevailing wage rates C.G.S. §31-55a. See Article 12, CT Department Of Labor (DOL) Public Contract Requirements of this Section 00 21 16.1 of the D-B RFP.
- 1.12 Disqualification from Submitting Proposals:**
Any Proposer's contractor who violates any provision of said C.S.G § 4b-95 may be **disqualified** from submitting proposals or bidding on other contracts or agreement that are subject to the provisions of Chapter 60 of the Connecticut General Statutes, as revised, for a period not to exceed **twenty-four (24)** months, commencing from the date on which the violation is discovered, for each violation. The awarding authority shall periodically review the Proposer's contractor's subcontracts to insure compliance with such provisions, and shall after each such review prepare a written report setting forth his findings and conclusions.
- 1.13 Submission of Proposals:**
Proposals shall be submitted to the location and within deadline indicated in this D-B RFP or in any addendum. Delays in the timely receipt of the proposal caused by the United States Postal Service or the CT DCS Mail System, independent carriers, acts of God, or any other cause shall not excuse late receipt of the proposal. CT DCS shall return unopened any proposal received after the deadline specified in this D-B RFP or in any addendum.
- 1.13.1** All Proposals shall be submitted only on CT DCS Proposal Form(s) furnished and under sealed cover. All Proposals shall be identified plainly as a Proposal for the project being proposed, and shall be addressed as directed in this D-B RFP. Proposals not properly submitted, addressed and sealed and be deemed not responsive by CT DCS. Any **Total Cost Proposal Form D-B** omitting or adding items, altering the Form, containing conditional or alternative bids, exceptions, clarifications or without the original signature of the Proposer or its authorized representative, will be rejected.

1.13.2 Any proposal received after the scheduled closing time for the receipt of proposals will be returned to the Proposer unopened.

1.14 Withdrawal of Proposals:

Any proposal may be withdrawn at anytime but **only** by written request from the Proposer and presented to the CT DCS Chief Engineer, **prior** to the time of Proposal Due Date and Time for the project designated or identified project. The request to withdraw a proposal that is communicated orally, or by use of telegram, email, or telephone is **not** acceptable. The withdrawal of any proposal shall not forfeit the right of a proposer to submit a new proposal by time of Proposal Due Date and Time for the project designated or identified project.

1.15 CT DCS Proposal Forms:

Proposals shall be submitted only on the on CT DCS Proposal Form(s) furnished and under sealed cover furnished for the specific project. In no event will proposals or changes in proposals made by email, telephone, telegraph, facsimile, or other communication technology be considered. Any Proposal form omitting or adding items, altering the form, containing conditional or alternative proposals, or without the original signature of the proposer or its authorized representative, will be rejected.

1.16 Competitive Sealed Proposals and Bid Depository:

If more than one Proposal is offered by any individual or business entity or combination thereof, under the same or different names, all such Proposals may be rejected. All Proposers are hereby notified that any collusive agreement fixing prices to be bid so to control or affect the awarding of this contract may render void any contract awarded under such circumstances.

1.14.1 The Proposer, by act of submitting a Proposal, certifies that in the preparation of the Proposal, no bid was received by the Proposer from a bid depository, which depository, as to any portion of the work, prohibits, or imposes sanctions for, the obtaining by the proposer, or the submission to the proposer by a subcontractor or vendor or supplier of goods and services, of a bid outside the bid depository. The certification shall constitute a warranty, the falsity of which shall entitle the State of Connecticut to pursue any remedy authorized by law and shall include the right at the option of the State of Connecticut of declaring any contract made as a result thereof to be void.

1.17 Communications and Conduct:

In accordance with the requirements of "**The Regulations of Connecticut State Agencies (April 26, 2007)** §4b-24-3(a); Except for communications authorized by sections 4b-24-4 and 4b-24-7 of the Regulations of Connecticut State Agencies, no other communications shall occur between employees of the State of Connecticut, interview panel members or screening panel members with substantive information concerning the work for which proposals are being solicited under sections 4b-24(4) or 4b-91(g) of the Connecticut General Statutes, and any member of a design-build team or special legislation contractor, or anyone on behalf of such teams or contractors. Nothing in this section prohibits communication with regard to nonsubstantive communications, such as directions to the department to pick up construction plans or information about the hours the department is open.

1.18 Disclosure of Information (C.G.S. §4-61dd):

Each contract between a state or quasi-public agency and a large state contractor shall provide that, if an officer, employee, or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the contractor in **retaliation** for such employee's **disclosure** of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of **C.G.S. §4-61dd**, the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.

1.18.1 Each large state contractor shall post a **notice** of the provisions of Section 4-61dd relating to large state contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

- 1.19 Agreement enforcement:**
It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the **laws of the State of Connecticut**.
- 1.20 Sovereign Immunity:**
Nothing in this Agreement shall be construed as a waiver or limitation upon the **State's sovereign immunity**. To the extent this Section is found to be inconsistent with any other part of this Agreement, this Section shall control. This Section of the Agreement shall survive the completion and/or termination of this Agreement.
- 1.21 Construction Safety And Health Course:**
Pursuant to Connecticut General Statutes Sec. 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by any political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars, shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a **course** of at least ten hours in duration in **construction safety and health** approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268.
- 1.22 Addenda:**
Proposers are responsible for **addenda** as noted in **Article 3** of these **Instructions to Proposers**. **Failure to acknowledge** all **addenda** in the space provided in **Section 00 42 53 Total Cost Proposal Form D-**) shall be cause for **rejection** of the Proposal.
- 1.23 Pre-award Submittals:** The Department of Construction Services *may* reject a bid as **non-responsive** *if* the Proposer does *not* make all required **pre-award submittals within** the time designated by the Department of Construction Services.
- 1.24 Mandatory Pre-Proposal Meeting:**
When a mandatory Pre-Proposal Meeting is required, then proposals submitted by Proposers who have not properly registered and attended the mandatory pre-proposal Meeting shall be rejected as non-responsive. All attendees of the pre-proposal conference will be required to register. Proper registration means that the proposer's representative has signed their name to the official roster and listed the name and address of the company they represent on the official roster no later than the designated start time of the pre-proposal conference. Proposers are advised to register early as no attendee will be allowed to register after the advertised start time of the pre-proposal conference.

Article 2 Affidavits, Certifications and Other Proposal Document Submittal Requirements:

- 2.1 Gift and Campaign Contribution Certification:**
In accordance with Executive Order 7C, and pursuant to Public Act 11-229, any principal or key personnel of the person, firm or corporation submitting a bid or proposal for a contract that has a value of **\$50,000** or more, shall be required to **either submit in writing with the Bid Proposal or electronically upload a Gift and Campaign Contribution Certification** prior to the time of the Bid Proposal submission. Please note that electronic uploading of the "Gift and Campaign Contribution Certification" is the preferred method for submission.
- Instructions on how to **electronically** upload the **Gift And Campaign Contribution Certification** "go to the CT DAS website www.das.ct.gov link, then click on the "State Procurement Marketplace" link and then click on the "Business Friendly Initiatives" link, and then click on "Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)".

Pursuant to C.G.S. § 4-252(d), and Public Act 11-229, any bidder or proposer that does not submit either a **signed hard copy** of the “Gift and Campaign Contribution Certification” with their “Bid Proposal Form” or **electronically uploads** the certification as required under this section shall be disqualified and **CT Division of Construction Services (DCS)** shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

Once uploaded, an updated **Gift and Campaign Contribution Certification** shall be **electronically uploaded** within **30 days** of any changes to the submitted information.

Annually, on or within two (2) weeks of the **anniversary** date of the execution of this contract, the Contractor shall **electronically upload** a completed **Annual Certification** with authorizing resolution. For the purposes of this paragraph, the execution date of the contract will be the date the Commissioner of **CT Department of Construction Services (DAS)** signs the contract

2.2 Affirmation of Receipt of State Ethics Laws Summary:

Pursuant to Section 37 of **Public Act 05-287**, when the **CT Division of Construction Services (DCS)** is seeking a contract for a large state construction or procurement contract having a cost of more than **\$500,000**, **CT Division of Construction Services (DCS)** shall inform all potential consultant and contractor firms. For a “**Guide to the Code of Ethics For Current or Potential State Contractors**” go the Office of State Ethics (OSE) website www.ct.gov/ethics, then click on the “**Forms**” link:

Pursuant to Public Act 11-229, **CT Division of Construction Services (DCS)** is also required to notify all potential consultant and contractor firms for a large state construction or procurement contract that they must **either submit in writing with the Total Cost Proposal Form or electronically upload** prior to the time of the **Total Cost Proposal** submission an “**Affirmation of Receipt of State Ethics Laws Summary**” affirming that their key employees have read and understand the summary and agree to comply with the provisions of state ethics law. Please note that electronic uploading of the “*Affirmation of Receipt of State Ethics Laws Summary*” is the preferred method for submission.

Instructions on how to electronically upload the “**Affirmation of Receipt of State Ethics Laws Summary (OPM Ethics Form 6)**” are available from the DAS website. For the “**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**” go to the DAS website www.das.ct.gov link, then click on the “**State Procurement Marketplace**” link and then click on the “**Business Friendly Initiatives**” link, then click on “**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**”.

Failure to provide this affidavit with the Bid Proposal shall result in **rejection** of the bid.

You must also add the following **note** regarding the more stringent **CT Division of Construction Services (DCS)** policy regarding gifts to the Ethics Summary prior to uploading the document:

Note re: CT Division of Construction Services (DCS) Policy:

The policy of the Connecticut Division of Construction Services (DCS) in regard to gifts or anything of value is more stringent than the State Ethic Code. Under the CT DCS policy, no employee of CT DCS can directly or indirectly solicit or accept anything of value; other than a cup of coffee or tea, or a bottle of soda or water; from any developer, contractor, consultant, vendor, realtor, or lessor, or any person or organization on their behalf, with who CT DCS has or may have a business relationship. Accordingly, any person, or contractor, consultant, or any other business doing business with or seek do business with CT DCS may not directly or indirectly give anything of value other than a cup of coffee or tea, or a can or bottle of soda or water, to an employee.

Furthermore, the successful bidder shall provide the **Summary of the State Ethics Laws**, to each **named subcontractor** and any other **subcontractor** or **subconsultant** with a contract valued over \$500,000 and obtain a **Subcontractor and Subconsultant State Ethics Affidavit** that the key personnel of the subcontractor have read, understand, and agree to comply with provisions of the state ethics laws. The successful bidder shall provide such subcontractor(s) affidavit to the Department of Construction Services.

2.3 Consulting Agreement Affidavit(of Authority):

A **Certificate (of Authority)** shall be submitted **in writing** (not electronically uploaded) with the Bid Proposal to DAS Procurement Services for contracts with a value of \$50,000 or more. For the **Certificate (of Authority)** go to the CT DCS Website www.ct.gov/dcs then clicking on “DCS Library”, and then click on the **00 40 14 Certificate (of Authority)** link under “Office Of Design Construction Index Of Forms & Publications”.

A **Consulting Agreement Affidavit** must be completed and **either submitted in writing with the Bid Proposal or electronically uploaded** prior to the time of the Bid Proposal submission for contracts with a value of \$50,000 or more. Please note that electronic uploading of the “Consulting Agreement Affidavit” is the preferred method for submission.

Instructions on how to electronically submit the “**Consulting Agreement Affidavit (OPM Ethics Form 5)**” are available from the DAS website, “Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online”: For the “**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**” is go to the CT DAS website www.das.ct.gov link, then click on the “**State Procurement Marketplace**” link and then click on the “**Business Friendly Initiatives**” link, then click on “**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**”.

Once uploaded, an updated **Consulting Agreement Affidavit** shall be **electronically uploaded** within **30 days** of any changes to the submitted information. Once uploaded, the Affidavit shall be updated and submitted as required by the Office of Policy and Management and the Connecticut Department of Administrative Services. For the purposes of this paragraph, the **execution date** of the contract will be the date the Commissioner of **CT Department of Administration** signs the contract.

In the event that a bidder or vendor *refuses* to submit the **Consulting Agreement Affidavit** required under Conn. Gen. Stat. § 4a-81, such bidder shall be *disqualified* and the award shall be made to the next lowest responsible qualified bidder or new bids or proposals shall be sought.

2.4 State Election Enforcement Commission (SEEC) Form 10 - Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations:

With regard to a State contract as defined in **P.A. 07-01** having a value in a calendar year of **\$50,000** or more or a combination or series of such **agreements** or **contracts** having a value of **\$100,000** or more, the **authorized signatory** to this **submission** in response to the State’s solicitation expressly **acknowledges receipt** of, and must submit **in writing** to DAS Procurement Services with the Bid Proposal submission, the **State Election Enforcement Commission’s Form 10 notice** advising prospective state contractors of the state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the **notice**.

To access **SEEC Form 10 - Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations** go to the SEEC website www.ct.gov/seec.

2.5 Office of Policy and Management (OPM) Form 7 - Iran Certification:

Large State Contract” means an agreement or a combination or series of agreements between a state agency and a person, firm or corporation, having a total value of more than five hundred thousand dollars **\$500,000** in a calendar or fiscal year a project for the construction, alteration or repair of any public building or public work.

“This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located. Entities whose principal place of business is located outside of the United States are required to complete the entire form, including the certification portion of the form. United States subsidiaries of foreign corporations are exempt from having to complete the certification portion of the form. Those entities whose principal place of business is located inside of the United States must also fill out the form, but do not have to complete the certification portion of the form.”

To access the **OPM Form 7 - Iran Certification** go to the OPM website link www.ct.gov/opm, and then click on the “**Ethics Affidavits**” link.

2.6 Nondiscrimination Certification:

A nondiscrimination certification is required for all State contracts, regardless of type, term, cost or value. The **appropriate form** must be **either submitted in writing with the Bid Proposal or electronically uploaded** prior to the time of the Bid Proposal submission. Please note that electronic uploading of the “Nondiscrimination Certification” is the preferred method for submission.

Instructions on how to electronically submit the “**Nondiscrimination Certification**” are available from the DAS website, “Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online”: for the “**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**” go to the CT DAS website www.das.ct.gov link, then click on the “**State Procurement Marketplace**” link and then click on the “**Business Friendly Initiatives**” link, then click on “**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**”.

For a list of “**Nondiscrimination Certification Forms**” go to the **Office of Policy and Management (OPM) website** www.ct.gov/opm, then click on” **Nondiscrimination Certification**” under “**Featured Links**”.

2.7 Additional Affidavits & Certifications Requirements:

At the time a Proposer is notified of its “Conditional Selection” by CT DCS, may give further instructions regarding additional certificates, affidavits, and other information that must be submitted for the processing of its contract by CT DAS Legal Services.

Article 3 Addenda And Interpretations:

3.1 No interpretations of the meaning of the D-B RFP (plans, specifications, or other contract documents, etc.) will be made orally to any proposer. Every request for such interpretation should be in writing to the awarding authority and to be given consideration must be received at least **Fourteen (14)** calendar days prior to the due date for the proposal due date and time. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the D-B RFP which, if issued, will be mailed to all prospective Proposers (at the respective addresses furnished for such purposes) not later than **seven (7)** calendar days prior to the due date for the proposal due date and time.; failure of any proposer to receive any such addendum or interpretation shall not release any proposer from any obligations under its proposal as submitted, provided notice has been sent to the address furnished by such prospective proposer for the transmittal of notices, addenda and interpretations. It shall be the proposer’s responsibility to make inquiry as to, and to obtain, the addenda issued, if any.

Article 4 Security For Faithful Performance

4.1 Performance Bond: Upon or prior to the execution of this Agreement, Design/Builder shall submit an executed payment and performance bond in the amount of 100% of the Contract Price, such bond to be provided by a surety approved by State.

4.1.1 Connecticut Health and Education Facilities Authority (CHEFA) Projects: For Project designates as CHEFA project (CF prefix to the DPW Project Number) the bonds shall include a “dual obligee rider” approved by the State as to form and substance, naming State as dual obligee along with the Connecticut Health and Education Facilities Authority (CHEFA).

4.2 Labor and Material Bond: Upon or prior to the execution of this Agreement, the Design/Builder shall submit a labor and material bond in the amount not less than 100 percent of the contract price which shall be binding upon the award of the contract to such bidder, with surety or sureties satisfactory to the Commissioner and as are authorized to transact business in this State, for the protection of persons supplying labor or materials in the prosecution of the work provided for in the contract for the use of each such person. Any such bond furnished shall have as principal the name of the successful bidder. This bond is to be furnished pursuant to CGS § 49-41 of the General Statutes of Connecticut, as revised.

4.3 Enforcement of Payment by the General Contractor to Subcontractor and by Subcontractor to their Subcontractors. Enforcement of Payment by General Contractors and Subcontractors shall be in accordance with the requirements of CGS § 49-41a to 49-43.

The following sections of the General Statutes of Connecticut, as revised, are inserted as information concerning this bond:

C.G.S. § 49-41a. Enforcement of payment by general contractor to subcontractor and by subcontractor to his subcontractors.

- (a) When any public work is awarded by a contract for which a payment bond is required by section 49-41, the contract for the public work shall contain the following provisions: (1) A requirement that the general contractor, within thirty days after payment to the contractor by the State or a municipality, 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 State or a municipality; (2) a requirement that the general 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* thirty days *after* such subcontractor receives a payment from the general contractor which encompasses labor or materials furnished by such subcontractor.
- (b) If payment is not made by the general contractor or any of its subcontractors in accordance with such requirements, the subcontractor shall set forth his claim against the general contractor and the subcontractor of a subcontractor shall set forth its claim against the subcontractor through notice by registered or certified mail. Ten days after the receipt of that notice, the general contractor shall be liable to its subcontractor, and the subcontractor shall be liable to its subcontractor, for interest on the amount due and owing at the rate of one percent per month. In addition, the general contractor, upon written demand of its subcontractor, or the subcontractor, upon written demand of its subcontractor, shall be required to place funds in the amount of the claim, plus interest of one per cent, in an interest-bearing escrow account in a bank in this State, provided the general contractor or subcontractor may refuse to place the funds in escrow on the grounds that the subcontractor has not substantially performed the work according to the terms of his or its employment. In the event that such general contractor or subcontractor refuses to place such funds in escrow, and the party making a claim against it under this section is found to have substantially performed its work in accordance with the terms of its employment in any arbitration or litigation to determine the validity of such claim, then such general contractor or subcontractor shall pay the attorney's fees of such party.
- (c) No payment may be withheld from a subcontractor for work performed because of a dispute between the general contractor and another contractor or subcontractor.
- (d) This section shall not be construed to prohibit progress payments prior to final payment of the contract and is applicable to all subcontractors for material or labor whether they have contracted directly with the general contractor or with some other subcontractor on the work.

C.G.S. § 49-42. Enforcement of right to payment on bond. Suit on bond, procedure and judgment.

- (a) Any person who performed work or supplied materials for which a requisition was submitted to, or for which an estimate was prepared by, the awarding authority and who does not receive full payment for such work or materials within sixty days of the applicable payment date provided for in subsection (a) of section 49-41a, or any person who supplied materials or performed subcontracting work not included on a requisition or estimate who has not received full payment for such materials or work within sixty days after the date such materials were supplied or such work was performed, may enforce such right to payment under the bond by serving a notice of claim on the surety that issued the bond and a copy of such notice to the contractor named as principal in the bond within one hundred eighty days of the applicable payment date provided for in subsection (a) of section 49-41a, or, in the case of a person supplying materials or performing subcontracting work not included on a requisition or estimate, within one hundred eighty days after the date such materials were supplied or such work was performed. The notice of claim shall state with substantial accuracy the amount claimed and the name of the party for whom the work was performed or to whom the materials were supplied, and shall provide a detailed description of the bonded project for which the work or materials were provided. If the content of a notice prepared in accordance with subsection (b) of section 49-41a complies with the requirements of this section, a copy of such notice, served within one hundred eighty days of the payment date provided for in subsection (a) of section 49-41a upon the surety that issued the bond and upon the contractor named as principal in the bond, shall satisfy the notice requirements of this section. Within ninety days after service of the notice of claim, the surety shall make payment under the bond and satisfy the claim, or any portion of the claim which is

not subject to a good faith dispute, and shall serve a notice on the claimant denying liability for any unpaid portion of the claim. The notices required under this section shall be served by registered or certified mail, postage prepaid in envelopes addressed to any office at which the surety, principal or claimant conducts his business, or in any manner in which civil process may be served. If the surety denies liability on the claim, or any portion thereof, the claimant may bring action upon the payment bond in the superior court for such sums and prosecute the action to final execution and judgment. An action to recover on a payment bond under this section shall be privileged with respect to assignment for trial. The court shall not consolidate for trial any action brought under this section with any other action brought on the same bond unless the court finds that a substantial portion of the evidence to be adduced, other than the fact that the claims sought to be consolidated arise under the same general contract, is common to such actions and that consolidation will not result in excessive delays to any claimant whose action was instituted at a time significantly prior to the motion to consolidate. In any such proceeding, the court judgment shall award the prevailing party the costs for bringing such proceeding and allow interest at the rate of interest specified in the labor or materials contract under which the claim arises or, if no such interest rate is specified, at the rate of interest as provided in section 37-3a upon the amount recovered, computed from the date of service of the notice of claim, provided, for any portion of the claim which the court finds was due and payable after the date of service of the notice of claim, such interest shall be computed from the date such portion became due and payable. The court judgment may award reasonable attorneys fees to either party if upon reviewing the entire record, it appears that either the original claim, the surety's denial of liability, or the defense interposed to the claim is without substantial basis in fact or law. Any person having direct contractual relationship with a subcontractor but no contractual relationship express or implied with the contractor furnishing the payment bond shall have a right of action upon the payment bond upon giving written notice of claim as provided in this section.

- (b) Every suit instituted under this section shall be brought in the name of the person suing, in the superior court for the judicial district where the contract was to be performed, irrespective of the amount in controversy in the suit, but no such suit may be commenced after the expiration of one year after the applicable payment date provided for in subsection (a) of section 49-41a, or, in the case of a person supplying materials or performing subcontracting work not included on a requisition or estimate, no such suit may be commenced after the expiration of one year after the date such materials were supplied or such work was performed.
- (c) The word "material" as used in section 49-41 to 49-43, inclusive, includes the rental of equipment used in the prosecution of work provided for in the contract.

Article 4 Connecticut Sales And Use Taxes:

- 4.1 All Proposers shall familiarize themselves with the current statutes and regulations of the Department of Revenue Services. The tax on materials or supplies exempted by such statutes and regulations shall not be included as part of a proposal.
- 4.2 **Proposer's Nonresident Contractors:** Proposer's Nonresident Contractors must comply with the provisions of CSG § 12-430(7), Bond Requirement For Nonresident Contractors, and the regulations established pursuant to that section.

Article 5 Not Used

Article 6 Executive Orders:

- 6.1 The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

Article 7 Sexual Harassment Policy:

- 7.1 This contract is subject to the provisions of the Department of Construction Services Sexual Harassment Policy ("Policy") and, as such, the contract may be canceled, terminated, or suspended by the CT DCS for violation of or noncompliance with said Policy. Said document is hereby incorporated herein by reference and made a part hereof as though fully set forth herein. This policy may be found at the Department of Construction Services Website: <http://www.ct.gov/dcs>, under Publications.

Article 8 Certificate of Legal Existence:

- 8.1 A **corporation** that is awarded the contract must comply with the laws of this State regarding the procurement of a certificate of authority to transact business in this State from the **Secretary of the State**. A Certificate of Legal Existence which is not older than ninety (90) days from the date of the contract signing must be filed with the Department of Construction Services' Purchasing Officer.

Article 9 CT-CHRO Affirmative Action/Contract Compliance Requirements:

- 9.1 The Connecticut Commission on Human Rights and Opportunities (CHRO) is the State of Connecticut's chief civil rights law enforcement agency. Among CHRO's responsibilities is the enforcement of the state's affirmative action statute, CGS § 46a-68 and 46a-68a. Pursuant to CGS § 46a-68(f), CHRO reports annually to the Governor and the General Assembly concerning the results of each agency's affirmative action plan. The final selection of a Design-Builder is also conditional upon the proposer meeting all of the Contract requirements of CT-CHRO includes but is not limited to the following:
- 9.1.1 **Affirmative Action Plan (CGS §46a-68-32):** The Affirmative Action Plan is a mandatory, detailed, result-oriented set of procedures, prepared by the Design-Builder and approved in by CT-CHRO accordance with CGS § 46a-68 of the Connecticut General Statutes, as amended by Section 12 of Public Act 83-569 and Section 1 of Public Act 84-41, and CGS § 46a-68-31 through 46a-68-74, inclusive, which blueprints a strategy to combat discrimination and achieve affirmative action.
- 9.1.2 **Contract Compliance (CGS § 46a-68b through 46a-68k):** Connecticut places specific contract compliance responsibilities on CT Department of Construction Service's contracts. These are agreements for construction, rehabilitation, conversion, extension, demolition, or repair of a public building, highway or other changes or improvements in real property.

9.1.3 Bidder Contract Compliance Monitoring Report: The Design-Builder for this project must complete this form and return the CHRO "**Bidder Contract Compliance Monitoring Report**" within **twenty-one (21)** calendar days of receiving the CT DCS Conditional Selection Letter to the following:

State Office Building
Department of Construction Services
Division of Design & Construction
Office of Process Management - Room 261
165 Capitol Avenue
Hartford, Connecticut 06106

.1 **CHRO Bidder Contract Compliance Monitoring Report:** The CHRO Bidder Contract Compliance Monitoring Report must be completed in full, signed, and submitted to DPW as stated above. DPW and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections CGS § 4a-60 and 4a-60a, and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidders good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

9.1.4 Sexual Orientation Contract Compliance Law (GSG §4a-60" and 4a-60a): Connecticut enacted administrative regulations issued pursuant thereto that prohibits all those who contract with the state, including subcontractors, from engaging in or permitting discrimination in recruiting, hiring or other employment practices. The law further requires state agencies to aggressively solicit the participation of minority and women owned businesses in state contracts.

9.1.5 Small Contractors Set-Aside Program (CGS § 4a-60g): Connecticut requires each state agency and political subdivision of the state other than a municipality to set as an annual goal their intention to contract with certified small contractors at least 25% of their total projected annual expenditures. The law further requires that one quarter (.25) of this amount or 6.25% of the total projected annual expenditures) be with certified minority businesses. Thus agencies may set aside contracts in whole or in part for bid only by eligible small and/or minority businesses.

9.1.6 Small Contractor: Is a company that has been in business for at least one year, has its principal place of business in Connecticut and whose gross revenues for the prior year did not exceed fifteen (15) million dollars.

9.1.7 Minority Business: Is a small contractor that is 51% owned, controlled, and beneficially operated by a minority person or persons. The law defines a minority person as a person with a disability or as any person who is a:

- .1 **Black American**, including a person having origins in any of the Black African racial groups;
- .2 **Hispanic American**, including a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin;
- .3 **American Indian** and a person having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification;
- .4 **Asian Pacific American and Pacific islander**;
- .5 Person having origins in the **Iberian Peninsula, including Portugal**; or
- .6 **Women**.

8.2 Website Link:

For guidance on the Affirmative Action/Contract Compliance Requirements, Statutes, and required Compliance Forms visit CT-CHRO Website: www.ct.gov/chro and click on the **Affirmative Action** and **Contract Compliance** Links.

8.3 Nondiscrimination and Affirmative Action Provisions:

This section is inserted in connection with Subsection (a) of C.G.S. § 4a-60 of the General Statutes of Connecticut, as revised.

References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

- a. (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.
- b. If the contract is a public works contract, the contractor agrees and warrants that he will make **good faith efforts** to employ **minority business enterprises** as subcontractors and suppliers of materials on such public works project.
- c. "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- d. **Determination** of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission

- may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- e. The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
 - f. The contractor shall include the **provisions** of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

Article 10

Nondiscrimination Provisions Regarding Sexual Orientation:

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

- a.(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.
- b. The contractor shall include the provisions of section (a) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

c. For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

A **Nondiscrimination Certification** is required see Article 2 of this Instructions to Proposers for instructions on how to **electronically upload the Certificate**.

Article 11 Union Labor:

11.1 Attention is called to the fact that there may be construction work now being carried on at the site at which construction is contemplated being done by union labor. This fact must be kept in mind by all Proposers.

Article 12 CT Department Of Labor (DOL) Public Contract Requirements:

12.1 **CT Department Of Labor (DOL) Public Contract Requirements:**
 The CT Department Of Labor (DOL), Wage, and Workplace Standards Division administers a wide range of laws governing Public Contract compliance includes but is not limited to the following:

12.1.1 **Prevailing Wage Rates (CGS 31-53):** The Commissioner of CT Department Of Labor (DOL) shall determine the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of such employee to any employee welfare fund, as defined in subsection §31-53, in each locality where any such public work is to be constructed. The Prevailing Wage Rates are for the duration this Project's Contract Time and are in **Section 00 43 23.1 Prevailing Wage Rates (D-B)** of this D-B-RFP.

12.1.2 **Annual Adjustments To Wage Rates (CGS §31-55a):** In accordance with CGS §31-55a, as amended, each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor **Annual adjusted Prevailing Wage Rates will not be considered a matter for a Agreement Amendment with CT DCS.**

12.1.3 **Certified Payrolls (CGS §31-53):** Mandatory requirements for monthly submittal of statements of compliance to the CT DCS.

12.1.4 **Construction Safety And Health Course (CGS §31-53b):** Mandatory contract requirement for a Construction Safety And Health Course training course where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least (\$100,000) one hundred thousand dollars. Not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten (10) hours of training in accordance with 29 CFR 1910.268.

12.15 Penalties: There are various civil, criminal, and administrative penalties for violations of the prevailing wage law. Failure to pay the prevailing rate is a crime which may be a felony depending upon the amount of unpaid wages. Knowingly filing a false certified payroll or failure to file a certified payroll is a Class D felony for which an employer may be fined up to five thousand dollars, imprisoned for up to five years, or both. Disregarding obligations under **CGS** **HYPERLINK** "<http://www.cga.ct.gov/2001/pub/Chap557.htm>" \ "sec31-53.htm" \t "_blank" **31-53** may result in an administrative debarment which may preclude any firm, corporation, partnership or association in which such person or firms have an interest from receiving an award of a contract until a period of up to three years have elapsed. Additionally, civil penalties of \$300 per violation of law may also be assessed upon the employer."

12.16 Wage & Workplace Standards Forms: CT – DOL provides all mandatory Wage & Workplace Standards Forms.

12.2 Website Link:

For guidance on the **CT Department of Labor (DOL) Public Contract Requirements** and Forms visit CT-DOL Website Link: www.ctdol.state.ct.us.

Article 13 Labor Market Areas:

The U. S. Secretary of Labor's latest decision and the State of Connecticut Wage Schedule are all incorporated in the documents. The higher rate (Federal or State) for any given occupation shall prevail. At the time of bidding, the bidder agrees to accept the current prevailing wage scale, as well as the annual adjustment to the prevailing wage scale, as provided by the Connecticut Department of Labor.

13.1 Labor Market Area (LMA): As defined by the U.S. Bureau of Labor Statistics, is an economically integrated geographic area within which individuals can reside and find employment within a reasonable distance or can readily change employment without changing their place of residence.

13.1.1 All Proposers shall have read GSG § 31-52 and 31-52a, as revised. These sections relate to the preference of State citizens and 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 thereof.

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

11.2.1 The names and addresses of employees utilized by the contractor and by its subcontractors and how long each such employee has resided in Connecticut.

11.2.2 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. Labor market areas are indicated on the end of this section.

11.2.3 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.

11.2.4 In the same manner as item (11.2.3) above, the statement shall indicate the steps taken to assure that the contractor and its subcontractors have sought out qualified residents of this State.

11.2.5 The contractor shall cooperate with and provide information to the construction supervisor or inspector of the State assigned to collect and verify the information required. The State may request that all such information be updated during the term of the contract at reasonable times.

11.2.6 All such information gathered and compiled by the State shall be forwarded to the Labor Commissioner.

11.2.7 **Pursuant to GSG § 31-52b, as revised:**

"The provisions of sections 31-52 and 31-52a shall not apply where the State or any subdivision thereof may suffer the loss of revenue granted or to be granted from any agency or department of the federal government as a result of said sections or regulative procedures pursuant thereto." However, no exception shall be determined to be applicable unless stated in writing by the Commissioner of the Department of construction Services.

11.3 **Website Link:**

For guidance on the CT Department of Labor (DOL) Labor Market Areas (LMA) visit CT-DOL Website Link: <http://www1.ctdol.state.ct.us/lmi/misc/lmatowns.asp>.

End
Section 00 21 16.1
Instructions To Proposers (D-B)

Design-Build
Named Subcontractor Qualification Questionnaire
CT Department Of Administrative Services
Division of Construction Services

DCS Project Number: _____

Project Name:
(From QBS Web Ad) _____

Project Location: _____

Brief Project Description:
(From QBS Web Ad) _____

Purpose:

All Proposers are required to file this document, properly completed, for all Named Subcontractors named in their sealed **00 42 53 Total Cost Proposal Form D-B** with their **Sealed Total Cost Proposal Components** for this Project. Failure of a Proposer to answer any question or provide required information may be grounds for the awarding authority to disqualify and reject the proposal. If a question or request for information does not pertain to your organization in any way, use the symbol "NA" (Not Applicable). Use additional 8 ½" x 11" sheets with your letterhead as necessary.

All Proposers are also required to attach a copy of all of their Named Subcontractors Contractor's DAS Pre-qualification Certificates and the DAS Update Certificates for the DAS General Building Construction Classification as stated in the **00 42 53 Total Cost Proposal Form** with their **00 42 53 Total Cost Proposal Form D-B** and with their **Sealed Total Cost Proposal Components** for this Project. For all DPW projects designated CT DAS General Building Construction Classification Group A, Group B, or Group C the Proposer must submit a Connecticut Major Contractor's License issued by the Connecticut Department of Consumer Protection for all of their Named Subcontractors with the Total Cost Proposal Form.

The Department of Construction Services reserves the right to request any additional or supplemental information necessary to complete its evaluation of a D-B Proposer's qualification.

This document is used to provide information relating to the principal construction entities that will be engaged by the Proposer to implement this project if selected by the State. This is not a request for pre-qualification information. This information is intended to assist in determining general qualification of the Proposers.

1. Indicate exactly the name by which this organization is known:

Name: _____

2. How many years has this organization been in business under its present business name?

Years: _____

3. How many years has this organization been in business as a Subcontractor?

Years: _____

4. If this organization has not always been a Subcontractor, list the trade(s) that your firm customarily performed prior to the time that you became a Subcontractor:

- 4.1 _____
- 4.2 _____
- 4.3 _____

5. Indicate all other names by which this organization has been known and the length of time known by each name:

- 5.1 _____
- 5.2 _____
- 5.3 _____

6. This firm is a:

- Corporation:
- Partnership:
- Sole Proprietorship:
- Joint Venture:
- Other: _____

7. Attach resumes of all supervisory personnel, such as Principals, Project Managers, and Superintendents, who will be directly involved with the project on which you are now a subcontractor. Indicate the number of years of construction experience and number of years of which they were in a Supervisory capacity.

8. List all sub-trades which your firm customarily performs with own employees.

- 8.1 _____
- 8.2 _____
- 8.3 _____
- 8.4 _____
- 8.5 _____

State of CT D.C.P. License or
Registration Number: _____

Trade: _____

9. Trade References: Names, addresses and telephone numbers of several firms with whom your organization has regular business dealings (attach separate sheets as necessary):

10. **All** Construction Projects your organization has in process (attach separate sheets using the following format as necessary):

10.1 Specific Title &
Location:

10.2 Contract Amount:

10.3 Description of your
scope of work
performed:

10.4 Owner:

10.5 General Contractor:

10.6 Designer:

10.7 Start Date:

10.8 Finish Date:

*10.9 Any Quality or
Management
Complaint:

10.10 Owners Representative:

(Name)

Telephone Number

10.11 G.C. Representative:

(Name)

Telephone Number

*Please attach a separate sheet explaining any negative entry in this row.

11. All Construction Projects your organization has completed in the past five years or the 20 projects most recently completed (attach separate sheets using the following format as necessary):

11.1	Specific Title & Location:		
11.2	Contract Amount:		
11.3	Description of your scope of work performed:		
11.4	Owner:		
11.5	General Contractor:		
11.6	Designer:		
11.7	Start Date:		
11.8	Finish Date:		
*11.9	Any Quality or Management Complaint:		
11.10	Owners Representative:	(Name)	Telephone Number
11.11	G.C. Representative:	(Name)	Telephone Number

*Please attach a separate sheet explaining any negative entry in this row.

12. Has your organization ever failed to complete a contract, or has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract? If so, indicate the circumstances leading to the project failure and the name of the company which provided the bonding for the failed contract(s):

13. List all legal or administrative proceedings currently pending or concluded adversely within the last five years which relate to procurement or performance of any public or private construction contracts. (Exclude OSHA violations which are called for elsewhere in this statement).

13.1 Attached:

13.2 N/A:

14. List all willful or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the D-B Proposal Submittal Due Date for this Project, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act or Occupational Safety and Health Act of 1970. Indicate whether these were abated within the time fixed by the citation or whether the citation was appealed. If appealed what is the status or disposition.

14.1

14.2

14.3

15. Has your organization had any criminal convictions related to the injury or death of any employee in the three-year period preceding this proposal? Please list any such convictions below.

15.1

15.2

15.3

16. Attach a copy of your CT DAS Prequalification that corresponds to the "Classification" of work listed on the Subsection 10.0, Named Subcontractors of Section 00 42 53 Total Cost Proposal Form D-B for this project. All Named Subcontractor CT DAS Prequalification's must have been obtained "prior" to the submittal due date for this Proposal.

Dated at _____

Signed this _____ day of _____, 20 _____

Name of Organization: _____

Signature: _____

(Print Name): _____

Title: _____

Notary Statement:

Mr./Mrs./Ms. _____ being duly sworn

deposes and says that he/she is the _____ of
(Position or Title)

_____, and that the answers to the foregoing
(Firm Name)

questions and all statements therein contained are true and correct.

Subscribed and sworn before me this _____ day of _____, 20 _____

Notary Public _____

My Commission Expires _____, 20 _____

End
Section 00 45 17.1
Design-Build Named Subcontractor's Qualification Questionnaire

Design-Build Subcontract Agreement Form

In accordance with the requirements of Section 4b-96 of the Connecticut General Statutes, the Contractor selected for the Contract shall provide to each of its listed or substitute subcontractors the relevant subcontract, along with a notice setting forth the time limit for execution of such subcontract. The Contractor selected for the Contract shall file with the CT Division of Construction Services (and a copy to CT DAS Procurement Services) an executed copy of each subcontract within ten (10) days (Saturdays, Sundays and legal holidays excluded) of presentation of the subcontract to each subcontractor. Each subcontract shall include at least the provisions set forth in the **Subcontract** form found in Section 4b-96 and shall follow the order of the **Subcontract** form.

Sec. 4b-96. Subcontract, form. Procedure on failure of subcontractor to execute subcontract. General bidder's responsibilities. Within five days after being notified of the award of a general contract by the awarding authority, or, in the case of an approval of a substitute subcontractor by the awarding authority, 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 this section and (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 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 awarding authority. When seeking approval for a substitute subcontractor, the general bidder shall provide the awarding authority 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 awarding authority 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 awarding authority a copy of each executed subcontract within ten days, Saturdays, Sundays and legal holidays excluded, of presentation of a subcontract to such subcontractor. The subcontract shall be in the following form:

SUBCONTRACT

THIS AGREEMENT made this _____ of 20.., by and between _____ a corporation organized and existing under the laws of _____ a partnership consisting of _____ an individual doing business as _____ hereinafter called the "Contractor" and _____ a corporation organized and existing under the laws of _____ a partnership consisting of _____ an individual doing business as _____ hereinafter called the "Subcontractor",

WITNESSETH that the Contractor and the Subcontractor for the considerations hereafter named, agree as follows:

1. The Subcontractor agrees to furnish all labor and materials required for the completion of all work specified in Section No. _____ of the specifications for _____ (Name of Subtrade) _____ and the plans referred to therein and addenda No. _____, and _____ for the (Complete title of project and the project number taken from the title page of the specifications) _____ all as prepared by _____ - (Name of Architect or Engineer) _____ for the sum of _____ (\$...) and the Contractor agrees to pay the Subcontractor said sum for said work. This price includes the following alternates:

Supplemental No. (s) _____, _____, _____, _____, _____, _____, _____, _____.

(a) The Subcontractor agrees to be bound to the Contractor by the terms of the hereinbefore described plans, specifications (including all general conditions stated therein which apply to his trade) and addenda No. _____, _____, _____, and _____ and _____, and to assume to the Contractor all the obligations and responsibilities that the Contractor by those documents assumes to the _____ (Awarding Authority) _____, hereinafter called the "Awarding Authority", except to the extent that provisions contained therein are by their terms or by law applicable only to the Contractor.

(b) The Contractor agrees to be bound to the Subcontractor by the terms of the hereinbefore described documents and to assume to the Subcontractor all the obligations and responsibilities that the Awarding Authority by the terms of the hereinbefore described documents assumes to the Contractor, except to the extent that provisions contained therein are by their terms or by law applicable only to the Awarding Authority.

2. The Contractor agrees to begin, prosecute and complete the entire work specified by the Awarding Authority in an orderly manner so that the Subcontractor will be able to begin, prosecute and complete the work described in this subcontract; and, in consideration thereof, upon notice from the Contractor, either oral or in writing, the Subcontractor agrees to begin, prosecute and complete the work described in this Subcontract in an orderly manner in accordance with completion schedules prescribed by the general contractor for each subcontract work item, based on consideration to the date or time specified by the Awarding Authority for the completion of the entire work.

3. The Subcontractor agrees to furnish to the Contractor, within a reasonable time after the execution of this subcontract, evidence of workers' compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Awarding Authority by the Contractor.

4. The Contractor agrees that no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first forty (40) days following the calendar month in which the claim originated.

5. This agreement is contingent upon the execution of a general contract between the Contractor and the Awarding Authority for the complete work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written.

SEAL

(Type in Name of Subcontractor here)

WITNESS: _____ **By:** _____ / /
Its _____, Duly Authorized Date _____
Print Name: _____ **Print Name:** _____

SEAL

(Type in Name of Contractor here)

WITNESS: _____ **By:** _____ / /
Its _____, Duly Authorized Date _____
Print Name: _____ **Print Name:** _____

End
Section 00 52 73
Subcontract Agreement Form

TAB 3

***SBE & MBE Set Aside Process for
Each Project Delivery Method:***

3.1 - Option 1
Design-Bid-Build (D-B-B):

Design-Bid-Build Notice To Bidders

CT Department Administrative Services (CT DAS) Procurement Services
On Behalf of
CT Division of Construction Services (DCS)

Article 1 Bids And Rejection Of Bids:

1.1 Bids shall be for the complete work as specified and shall include the names of any subcontractors for the four classes of work specified in subsection (a) of C.G.S. § 4b-93 as revised, and for each other class of work for which the awarding authority has required a separate section pursuant to said subsection and the dollar amounts of their subcontracts, and the contractor shall be selected on the basis of such bids. It shall be presumed that the 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 bidder's qualifications for performing such work shall be subject to review under C.G.S. § 4b-92, as revised. **For projects estimated to exceed Five Hundred Thousand Dollars (\$500,000.00) in total cost, the bidder must be prequalified by the Department of Administrative Services (DAS) in the classification specified in the Invitation to Bid.**

1.2 The awarding authority may require the contractor to replace a **Named Subcontractor** whenever the awarding authority determines in their sole discretion that such **replacement** is in the **best interest of the State**.

1.3 Every **bid** which is conditional or obscure, **or which is not accompanied by a DAS Prequalification Certificate and Update Statement**, or which contains any addition not called for, shall be invalid, and the awarding authority shall *reject* every such bid. The awarding authority shall be authorized to waive **minor irregularities** which he considers in the best interest of the State, provided the reasons for any such waiver are stated in writing by the awarding authority and made a part of the contract file. No such 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 bid form furnished by the awarding authority, but this sentence shall not be applicable to any failure to furnish prices or information required by C.G.S. § 4b-95, as revised, to be furnished in the bid form provided by the awarding authority.

No person who's **Subcontract** exceeds five hundred thousand dollars in value may perform work as a Subcontractor on a project *estimated* to cost more than five hundred thousand dollars, unless the person is **prequalified** in accordance with C.G.S. § 4a-100, as amended by **Public Act 06-134**.

1.4 **Projects That Exceed Threshold Limits C.G.S §29-276b:**
Projects designated in **Section 00 41 00, Bid Proposal Form** as "Exceeding the Threshold Limits" must meet **C.G.S §20-341gg Registration of Major Contractors:**
Any person engaged in the business of construction, structural repair, structural alteration, dismantling or demolition of a structure or addition that exceeds the threshold limits provided in C.G.S §29-276b, or any person who, under the direction of a general contractor, performs or offers to perform any work that impacts upon the structural integrity of a structure or addition, including repair, alteration, dismantling or demolition of a structure or addition that exceeds the threshold limits shall engage in or offer to perform the work of a Major Contractor unless such person has first obtained a license or certificate of registration from the Department of Consumer Protection. Individuals must be licensed under the requirements of **C.G.S §20-341gg "Registration of Major Contractors"**. The Department of Consumer Protection shall issue a certificate of registration to any person who is prequalified pursuant to section 4a-100 who applies for registration in accordance with this section.

The contractor and all subcontractors that engage in work that impacts upon the structural integrity of a structure or addition must register as a **Major Contractor** with the Department Of Consumer Protection and obtain a **Major Contractor License** issued by the Department Of Consumer Protection prior to Bid Due Date/Time of this Project.

For further information go to the CT Department Of Consumer Protection Website
www.dcp.state.ct.us.

- 1.5 **Bids** shall be publicly opened and read by the awarding authority forthwith. The awarding authority *may* require in the bid form that the contractor agree to perform a stated, minimum percentage of work with its **own forces**. The awarding authority *may* also require the contractor to set aside a portion of the contract for subcontractors who are eligible for **set-aside contracts**. The awarding authority shall not permit **substitution** of a subcontractor for one named in accordance with the provisions of said C.G.S. § 4b-95 or **substitution** of a subcontractor for any designated sub-trade work bid to be performed by the 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 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 bid form; (5) inability to obtain, or loss of, a license necessary for the performance of the particular category of work; (6) failure or inability to comply with a requirement of law applicable to contractors, subcontractors, or construction, alteration, or repair projects; (7) failure to perform its agreement to execute a subcontract under C.G.S. § 4b-96, as revised.
- 1.6 The **bid price** shall be the price set forth in the space provided on the **bid form**. No bid shall be rejected (1) because of error in setting forth the name of a subcontractor as long as the subcontractor or subcontractors designated are clearly identifiable, or (2) because the plans 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 bid.
- 1.7 Each contractor who is awarded a contract on or after October 1, 2002 shall be subject to provisions of the C.G.S. § 31-53 as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages."
- 1.8 In determining bid price, consideration should be given to C.G.S. § 31-53 and 31-55a of the Connecticut General Statutes regarding **annual adjustment of prevailing wage rates**. Annual adjustments of prevailing wage rates will not be considered a matter for a contract amendment.
- 1.9 Any contractor who violates any **provision** of said **C.G.S. § 4b-95** may be **disqualified** from bidding on other contracts that are subject to the provisions of **Chapter 60** of the Connecticut General Statutes, as revised, for a **period** not to exceed twenty-four months, commencing from the date on which the violation is discovered, for each violation. The awarding authority shall periodically review the contractor's subcontracts to insure compliance with such provisions, and shall after each such review prepare a written report setting forth his findings and conclusions.
- 1.10 **Bids** shall be submitted *only* on the **forms furnished** for the specific project. In *no* event will bids or changes in bids made by telephone, telegraph, facsimile or other communication technology be considered. *Any* bid 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*.
- 1.11 Any bid received *after* the **scheduled closing time** for the receipt of bids will be returned to the bidder unopened.
- 1.12 Any **bid** once deposited with the **Division of Construction Services (DCS)** may only be **withdrawn** by **letter** of request, signed by the depositing bidder and presented to the **DAS** Supervisor, Bidding and Contracts Unit, *prior* to the time of opening of any bid for the project designated or identified project.
- 1.13 **Gift And Campaign Contribution Certification:** In accordance with Executive Order 7C, and pursuant to Public Act 11-229, any principal or key personnel of the person, firm or corporation submitting a bid or proposal for a contract that has a value of **\$50,000** or more, shall be required to **either submit in writing with the Bid Proposal or electronically upload a Gift and Campaign Contribution Certification** prior to the time of the Bid Proposal submission. Please note that electronic uploading of the "Gift and Campaign Contribution Certification" is the preferred method for submission.

Instructions on how to **electronically** upload the **Gift And Campaign Contribution Certification** “go to the CT DAS website www.das.ct.gov link, then click on the “**State Procurement Marketplace**” link and then click on the “**Business Friendly Initiatives**” link, and then click on “**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**”.

Pursuant to C.G.S. § 4-252(d), and Public Act 11-229, any bidder or proposer that does not submit either a **signed hard copy** of the “Gift and Campaign Contribution Certification” with their “Bid Proposal Form” or **electronically uploads** the certification as required under this section shall be disqualified and **CT Division of Construction Services (DCS)** shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

Once uploaded, an updated **Gift and Campaign Contribution Certification** shall be **electronically uploaded** within **30 days** of any changes to the submitted information.

Annually, on or within two (2) weeks of the **anniversary** date of the execution of this contract, the Contractor shall **electronically upload** a completed **Annual Certification** with authorizing resolution. For the purposes of this paragraph, the execution date of the contract will be the date the Commissioner of **CT Department of Administrative Services (DAS)** signs the contract.

1.14 Affirmation of Receipt of State Ethics Laws Summary: Pursuant to Section 37 of **Public Act 05-287**, when the **CT Division of Construction Services (DCS)** is seeking a contract for a large state construction or procurement contract having a cost of more than **\$500,000**, **CT Division of Construction Services (DCS)** shall inform all potential consultant and contractor firms. For a “**Guide to the Code of Ethics For Current or Potential State Contractors**” go the of Office of State Ethics (OSE) website www.ct.gov/ethics, then click on the “**Forms**” link:

Pursuant to Public Act 11-229, **CT Division of Construction Services (DCS)** is also required to notify all potential consultant and contractor firms for a large state construction or procurement contract that they must **either submit in writing with the Bid Proposal or electronically upload** prior to the time of the Bid Proposal submission an “**Affirmation of Receipt of State Ethics Laws Summary**” affirming that their key employees have read and understand the summary and agree to comply with the provisions of state ethics law. Please note that electronic uploading of the “*Affirmation of Receipt of State Ethics Laws Summary*” is the preferred method for submission.

Instructions on how to electronically upload the “**Affirmation of Receipt of State Ethics Laws Summary (OPM Ethics Form 6)**” are available from the DAS website. For the “**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**” go to the DAS website www.das.ct.gov link, then click on the “**State Procurement Marketplace**” link and then click on the “**Business Friendly Initiatives**” link, then click on “**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**”.

Failure to provide this affidavit with the Bid Proposal shall result in **rejection** of the bid.

You must also add the following **note** regarding the more stringent **CT Division of Construction Services (DCS)** policy regarding gifts to the Ethics Summary prior to uploading the document:

Note re: CT Division of Construction Services (DCS) Policy:

The policy of the Connecticut Division of Construction Services (CT DCS) in regard to gifts or anything of value is more stringent than the State Ethic Code. Under the CT DCS policy, no employee of CT DCS can directly or indirectly solicit or accept anything of value; other than a cup of coffee or tea, or a bottle of soda or water; from any developer, contractor, consultant, vendor, realtor, or lessor, or any person or organization on their behalf, with who CT DCS has or may have a business relationship. Accordingly, any person, or contractor, consultant, or any other business doing business with or seek do business with CT DCS may not directly or indirectly give anything of value other than a cup of coffee or tea, or a can or bottle of soda or water, to an employee.

Furthermore, the successful bidder shall provide the **Summary of the State Ethics Laws**, to each **named subcontractor** and any other **subcontractor** or **subconsultant** with a contract valued over \$500,000 and obtain a **Subcontractor and Subconsultant State Ethics Affidavit** that the key personnel of the subcontractor have read, understand, and agree to comply with provisions of the state ethics laws. The successful bidder shall provide such subcontractor(s) affidavit to the Department of Construction Services.

1.15 Consulting Agreement Affidavit and Certificate (of Authority):

A **Certificate (of Authority)** shall be submitted in writing (not electronically uploaded) with the Bid Proposal to DAS Procurement Services for contracts with a value of \$50,000 or more. For the **Certificate (of Authority)** go to the CT DCS Website www.ct.gov/dcs then clicking on “DCS Library”, and then click on the **00 40 14 Certificate (of Authority)** link under “Office Of Design & Construction Index Of Forms & Publications”.

A **Consulting Agreement Affidavit** must be completed and either submitted in writing with the Bid Proposal or electronically uploaded prior to the time of the Bid Proposal submission for contracts with a value of \$50,000 or more. Please note that electronic uploading of the “Consulting Agreement Affidavit” is the preferred method for submission.

Instructions on how to electronically submit the “**Consulting Agreement Affidavit (OPM Ethics Form 5)**” are available from the DAS website, “Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online”: For the “**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**” is go to the CT DAS website www.das.ct.gov link, then click on the “**State Procurement Marketplace**” link and then click on the “**Business Friendly Initiatives**” link, then click on “**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**”.

Once uploaded, an updated **Consulting Agreement Affidavit** shall be electronically uploaded within **30 days** of any changes to the submitted information. Once uploaded, the Affidavit shall be updated and submitted as required by the Office of Policy and Management and the Connecticut Department of Administrative Services. For the purposes of this paragraph, the **execution date** of the contract will be the date the Commissioner of **CT Department of Administration** signs the contract.

In the event that a bidder or vendor *refuses* to submit the **Consulting Agreement Affidavit** required under Conn. Gen. Stat. § 4a-81, such bidder shall be *disqualified* and the award shall be made to the next lowest responsible qualified bidder or new bids or proposals shall be sought.

1.16 State Election Enforcement Commission (SEEC) Form 10 - Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations: With regard to a State contract as defined in P.A. 07-01 having a value in a calendar year of **\$50,000** or more or a combination or series of such **agreements or contracts** having a value of **\$100,000** or more, the **authorized signatory** to this **submission** in response to the State’s solicitation expressly **acknowledges receipt** of, and must submit in **writing** to DAS Procurement Services with the Bid Proposal submission, the **State Election Enforcement Commission’s Form 10 notice** advising prospective state contractors of the state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the **notice**.

To access **SEEC Form 10 - Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations** go to the SEEC website www.ct.gov/seec.

1.17 Office of Policy and Management (OPM) Form 7 - Iran Certification: “Large State Contract” means an agreement or a combination or series of agreements between a state agency and a person, firm or corporation, having a total value of more than five hundred thousand dollars **\$500,000** in a calendar or fiscal year a project for the construction, alteration or repair of any public building or public work.

"This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located. Entities whose principal place of business is located outside of the United States are required to complete the entire form, including the certification portion of the form. United States subsidiaries of foreign corporations are exempt from having to complete the certification portion of the form. Those entities whose principal place of business is located inside of the United States must also fill out the form, but do not have to complete the certification portion of the form."

To access the **OPM Form 7 - Iran Certification** go to the OPM website link www.ct.gov/opm, then click on the "**Ethics Affidavits**" link.

- 1.18 **Nondiscrimination Certification:** A nondiscrimination certification is required for all State contracts, regardless of type, term, cost or value. The **appropriate form** must be **either submitted in writing with the Bid Proposal or electronically uploaded** prior to the time of the Bid Proposal submission. Please note that electronic uploading of the "Nondiscrimination Certification" is the preferred method for submission.

Instructions on how to electronically submit the "**Nondiscrimination Certification**" are available from the DAS website, "Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online": for the "**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**" go to the CT DAS website www.das.ct.gov link, then click on the "**State Procurement Marketplace**" link and then click on the "**Business Friendly Initiatives**" link, then click on "**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**".

For a list of "**Nondiscrimination Certification Forms**" go to the **Office of Policy and Management (OPM) website** www.ct.gov/opm, then click on "**Nondiscrimination Certification**" under "**Featured Links**".

- 1.19 When a **mandatory bid conference** is required, bids submitted by contractors who have **not properly registered** and attended the mandatory pre-bid conference shall be rejected as **non-responsive**. All attendees of the pre-bid conference will be required to register. **Proper registration** means that the attendee has signed his or her name to the official roster and listed the name and address of the company he or she represents on the official roster no later than the designated start time of the pre-bid conference. Bidders are advised to register early as **no** attendee will be allowed to register *after* the advertised start time of the pre-bid conference.
- 1.20 In the event that a bidder or vendor refuses to submit the **consulting affidavit** required under subsection (b) of section 51 of Public Act 05-287, such bidder shall be *disqualified* and the award shall be made to the next lowest responsible qualified bidder or new bids or proposals shall be sought.
- 1.21 All acquisitions, agreements and contracts are subject to the provisions of the C.G.S. § 9-333n (transferred to 9-612) regarding **CAMPAIGN CONTRIBUTION RESTRICTION**.
- 1.22 Each contract between a state or quasi-public agency and a large state contractor shall provide that, if an officer, employee, or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the contractor in **retaliation** for such employee's **disclosure** of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of Section 4-61dd of the Connecticut General Statutes, the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.

Each large state contractor shall post a **notice** of the provisions of Section 4-61dd relating to large state contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

- 1.23 It is agreed that this contract shall be governed by, construed, and enforced in accordance with the **laws of the State of Connecticut**.
- 1.24 Nothing in this Agreement shall be construed as a waiver or limitation upon the **State's sovereign immunity**. To the extent this Section is found to be inconsistent with any other part of this Agreement, this Section shall control. This Section of the Agreement shall survive the completion and/or termination of this Agreement.
- 1.25 Pursuant to Connecticut General Statutes Sec. 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by any political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars, shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a **course** of at least ten hours in duration in **construction safety and health** approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268.
- 1.26 Bidders are responsible for **addenda** as noted in Article 4 of this notice. **Failure to acknowledge** all **addenda** in the space provided in Bid Proposal Form shall be cause for **rejection** of the bid.
- 1.27 The Division of Construction Services *may* reject a bid as **non-responsive** if the bidder does *not* make all required **pre-award submittals** *within* the time designated by the Division of Construction Services.

Article 2 Bid Security:

Each bid must be accompanied by a **certified check** made payable to "Treasurer, State of Connecticut," or the bid must be accompanied by a **bid bond**, in the form required by the awarding authority, having as **surety** thereto such surety company or companies acceptable to the Commissioner of the Division of Construction Services and as are authorized to do business in this State, for an amount not less than 10 percent of the bid. All **checks** submitted by **unsuccessful** bidders shall be returned to them *after* the contract has been awarded.

Article 3 Forfeit Of Bid Security:

Failure of the successful bidder to execute a contract awarded as specified and bid shall result in the **forfeiture** of the bid bond or certified check.

Article 4 Addenda And Interpretations:

No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Every **request** for such interpretation should be in writing to the awarding authority and to be given consideration *must* be received at least **ten (10) days prior** to the date fixed for the opening of bids. Any and all such **interpretations** and any **supplemental instructions** will be in the form of written **addenda** to the specifications which, *if* issued, will be posted on the **CT DAS State Contracting Portal and CT Division of Construction Services (DCS) Website** under **Doing Business with DCS/ Invitations to Bid/Construction Project Bids**. However, at the discretion of the awarding authority the addenda *may* be *mailed* no later than **seven (7) days prior** to the date fixed for the opening of bids to those prospective bidders (at the respective addresses furnished for such purposes) who do not have email accounts and request the fiscal officer to mail them the addenda; failure of any bidder to receive any such **addendum** or **interpretation** shall not release any bidder from any obligations under its bid as submitted. It shall be the **bidder's responsibility** to make inquiry as to, and to obtain, the addenda issued, if any.

Article 5 Executive Orders:

The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to **Governor Rell's Executive Order No. 7C** promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and condition. To obtain a copy of "**Governor Rell's Executive Order No. 7C**" go to **Governor Rell's** website www.ct.gov/governorrell then click on the **Executive Orders** link and then click on **Executive Order No. 7C**.

Article 6 (*Intentionally left Blank*)

Article 7 (*Intentionally left Blank*)

Article 8 Anti- Harassment Laws:

This contract is subject to Federal and state laws, including Title VII of the 1964 Civil Rights Act, 42 U.S.C. § 2000e-2(a)(1), and the Connecticut Fair Employment Practices Act, C.G.S. §46a-60 et seq., prohibit various forms of discrimination and illegal harassment in employment.

Article 9 Certificate of Legal Existence:

A **corporation** that is awarded the contract must comply with the laws of this State regarding the procurement of a certificate of authority to transact business in this State from the **Secretary of the State**. A Certificate of Legal Existence which is not older than ninety (90) days from the date of the contract signing must be filed with the Department of Construction Services' Purchasing Officer.

Article 10 Security For Faithful Performance:

10.1 Performance Bond:

On or before the contract award date, the successful bidder shall substitute for the **certified check** or **bid bond** accompanying its bid an executed **performance bond**, in the amount not less than 100 percent of the contract price, conditioned upon the faithful performance of the contract, and having as surety thereto such surety company or companies satisfactory to the Commissioner and as are authorized to transact business in this State. This bond is to be furnished pursuant to **C.G.S. § 49-41**, as revised.

10.2 Labor and Material Bond:

At this same time, the successful bidder shall submit a labor and material bond in the amount not less than 100 percent of the contract price which shall be binding upon the award of the contract to such bidder, with surety or sureties satisfactory to the Commissioner and as are authorized to transact business in this State, for the protection of persons supplying labor or materials in the prosecution of the work provided for in the contract for the use of each such person. Any such bond furnished shall have as principal the name of the successful bidder. This bond is to be furnished pursuant to **C.G.S. § 49-41**, as revised.

The following sections of the General Statutes of Connecticut, as revised, are inserted as information concerning this bond:

C.G.S. § 49-41a. Enforcement of payment by general contractor to subcontractor and by subcontractor to his subcontractors.

- (a) When any public work is awarded by a contract for which a payment bond is required by section 49-41, the contract for the public work shall contain the following provisions: (1) A requirement that the general contractor, within thirty days after payment to the contractor by the State or a municipality, 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 State or a municipality; (2) a requirement that the general 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* thirty days *after* such subcontractor receives a payment from the general contractor which encompasses labor or materials furnished by such subcontractor.
- (b) If payment is not made by the general contractor or any of its subcontractors in accordance with such requirements, the subcontractor shall set forth his claim against the general contractor and the subcontractor of a subcontractor shall set forth its claim against the subcontractor through notice by registered or certified mail. Ten days after the receipt of that notice, the general contractor shall be liable to its subcontractor, and the subcontractor shall be liable to its subcontractor, for interest on the amount due and owing at the rate of one percent per month. In addition, the general contractor, upon written demand of its subcontractor, or the subcontractor, upon written demand of its subcontractor, shall be required to place funds in the amount of the claim, plus interest of one per cent, in an interest-bearing escrow account in a bank in this State, provided the general contractor or subcontractor may refuse to place the funds in escrow on the grounds that the subcontractor has not substantially performed the work according to the terms of his or its employment. In the event that such general contractor or subcontractor refuses to place such funds in escrow, and the party making a claim against it under this section is found to have substantially performed its work in accordance with the terms of its employment in any arbitration or litigation to determine the validity of such claim, then such general contractor or subcontractor shall pay the attorney's fees of such party.
- (c) No payment may be withheld from a subcontractor for work performed because of a dispute between the general contractor and another contractor or subcontractor.
- (d) This section shall not be construed to prohibit progress payments prior to final payment of the contract and is applicable to all subcontractors for material or labor whether they have contracted directly with the general contractor or with some other subcontractor on the work.

C.G.S. § 49-42. Enforcement of right to payment on bond. Suit on bond, procedure and judgment.

- (a) Any person who performed work or supplied materials for which a requisition was submitted to, or for which an estimate was prepared by, the awarding authority and who does not receive full payment for such work or materials within sixty days of the applicable payment date provided for in subsection (a) of section 49-41a, or any person who supplied materials or performed subcontracting work not included on a requisition or estimate who has not received full payment for such materials or work within sixty days after the date such materials were supplied or such work was performed, may enforce such right to payment under the bond by serving a notice of claim on the surety that issued the bond and a copy of such notice to the contractor named as principal in the bond within one hundred eighty days of the applicable payment date provided for in subsection (a) of section 49-41a, or, in the case of a person supplying materials or performing subcontracting work not included on a requisition or estimate, within one hundred eighty days after the date such materials were supplied or such work was performed. The notice of claim shall state with substantial accuracy the amount claimed and the name of the party for whom the work was performed or to whom the materials were supplied, and shall provide a detailed description of the bonded project for which the work or materials were provided. If the content of a notice prepared in accordance with subsection (b) of section 49-41a complies with the requirements of this section, a copy of such notice, served within one hundred eighty days of the payment date provided for in subsection (a) of section 49-41a upon the surety that issued the bond and upon the contractor named as principal in the bond, shall satisfy the notice requirements of this section. Within ninety days after service of the notice of claim, the surety shall make payment under the bond and satisfy the claim, or any portion of the claim which is not subject to a good faith dispute, and shall serve a notice on the claimant denying liability for any unpaid portion of the claim. The notices required under this section shall be served by registered or certified mail, postage prepaid in envelopes addressed to any office at which the

surety, principal or claimant conducts his business, or in any manner in which civil process may be served. If the surety denies liability on the claim, or any portion thereof, the claimant may bring action upon the payment bond in the superior court for such sums and prosecute the action to final execution and judgment. An action to recover on a payment bond under this section shall be privileged with respect to assignment for trial. The court shall not consolidate for trial any action brought under this section with any other action brought on the same bond unless the court finds that a substantial portion of the evidence to be adduced, other than the fact that the claims sought to be consolidated arise under the same general contract, is common to such actions and that consolidation will not result in excessive delays to any claimant whose action was instituted at a time significantly prior to the motion to consolidate. In any such proceeding, the court judgment shall award the prevailing party the costs for bringing such proceeding and allow interest at the rate of interest specified in the labor or materials contract under which the claim arises or, if no such interest rate is specified, at the rate of interest as provided in section 37-3a upon the amount recovered, computed from the date of service of the notice of claim, provided, for any portion of the claim which the court finds was due and payable after the date of service of the notice of claim, such interest shall be computed from the date such portion became due and payable. The court judgment may award reasonable attorneys fees to either party if upon reviewing the entire record, it appears that either the original claim, the surety's denial of liability, or the defense interposed to the claim is without substantial basis in fact or law. Any person having direct contractual relationship with a subcontractor but no contractual relationship express or implied with the contractor furnishing the payment bond shall have a right of action upon the payment bond upon giving written notice

- (b) Every suit instituted under this section shall be brought in the name of the person suing, in the superior court for the judicial district where the contract was to be performed, irrespective of the amount in controversy in the suit, but no such suit may be commenced after the expiration of one year after the applicable payment date provided for in subsection (a) of section 49-41a, or, in the case of a person supplying materials or performing subcontracting work not included on a requisition or estimate, no such suit may be commenced after the expiration of one year after the date such materials were supplied or such work was performed.
- (c) The word "material" as used in section 49-41 to 49-43, inclusive, includes the rental of equipment used in the prosecution of work provided for in the contract.

Article 11 Connecticut Sales And Use Taxes:

All bidders shall familiarize themselves with the current statutes and regulations of the **Department of Revenue Services**. The tax on materials or supplies exempted by such statutes and regulations shall not be included as part of a bid.

Nonresident contractors must comply with the **provisions C.S.G. § 12-430(7), Bond requirement for nonresident contractors**, and the regulations established pursuant to that section.

Article 12 Contractor's Qualifications:

All bidders shall file with their bids a **statement of qualifications** on the appropriate form.

Article 13 Subcontractors:

As required by the **Bid Proposal Form**, each bidder shall furnish with its submitted bid, and in the place on the bid form provided for such purpose, the **names of responsible and qualified subcontractors** who are actually to perform the work required by the division or portion of the specifications listed for the base bid. **Failure to so list a subcontractor** for any division or portion of the specifications will result in the **rejection** of the entire bid.

Article 14 Not Used

Article 15 Nondiscrimination and Affirmative Action Provisions:

This section is inserted in connection with Subsection (a) of C.G.S. § 4a-60 of the General Statutes of Connecticut, as revised.

References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

- a.** (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.
- b.** If the contract is a **CT Division of Construction Services (DCS)** contract, the contractor agrees and warrants that he will make **good faith efforts** to employ **minority business enterprises** as subcontractors and suppliers of materials on such **CT Division of Construction Services (DCS)** project.
- c.** "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

- d. **Determination** of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in **CT Division of Construction Services (DCS)** projects.
- e. The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- f. The contractor shall include the **provisions** of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

Article 16 Nondiscrimination Provisions Regarding Sexual Orientation:

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

- a. (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.
- b. The contractor shall include the provisions of section (a) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

c. For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

Nondiscrimination Certification: A nondiscrimination certification is required for all State contracts, regardless of type, term, cost or value. The **appropriate form** must be **either submitted in writing with the Bid Proposal or electronically uploaded** prior to the time of the Bid Proposal submission. Please note that electronic uploading of the "Nondiscrimination Certification" is the preferred method for submission.

Instructions on how to electronically submit the "**Nondiscrimination Certification**" are available from the DAS website, "Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online": For the "**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**" go to the DAS website www.das.ct.gov link, then click on the "**State Procurement Marketplace**" link and then click on the "**Business Friendly Initiatives**" link, then click on "**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**".

For a list of "**Nondiscrimination Certification Forms**" go to the Office of Policy and Management (OPM) website www.ct.gov/opm, then click on "**Nondiscrimination Certification**" under "**Featured Links**".

Article 17 Union Labor:

Attention is called to the fact that there may be construction work now being carried on at the site at which construction is contemplated being done by union labor. This fact must be kept in mind by all bidders.

Article 18 Labor Market Area:

All bidders shall have read **Sections 31-52 and 31-52a** of the **Connecticut General Statutes**, as revised. These sections relate to the **preference of State citizens** and 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** thereof.

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

- 18.1 The names and addresses of employees utilized by the contractor and by its subcontractors and how long each such employee has resided in Connecticut.
- 18.2 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. Labor market areas are indicated on the end of this section.
- 18.3 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.
- 18.4 In the same manner as item (18.3) above, the statement shall indicate the steps taken to assure that the contractor and its subcontractors have sought out qualified residents of this State.

- 18.5 The contractor shall cooperate with and provide information to the construction supervisor or inspector of the State assigned to collect and verify the information required. The State may request that all such information be updated during the term of the contract at reasonable times.
- 18.6 All such information gathered and compiled by the State shall be forwarded to the Labor Commissioner.
- 18.7 **Pursuant to C.G.S. § 31-52b, as revised:**
"The provisions of C.G.S. § 31-52 and 31-52a shall not apply where the State or any subdivision thereof may suffer the loss of revenue granted or to be granted from any agency or department of the federal government as a result of said sections or regulative procedures pursuant thereto."

However, no exception shall be determined to be applicable unless stated in writing by the Commissioner of the Department of Construction Services
- 18.8 **Website Link:**
For guidance on the CT Department of Labor (DOL) Labor Market Areas (LMA) go to the CT-DOL website www1.ctdol.state.ct.us, then click on the "Data Tools" link, then click on the "Regional Labor Market Area" link, then click on the "Labor Market Areas" link.

Article 19 Procedure for Alleged Violation(s) of Part II – “Bidding and Contracts” of Chapter 60 - “Construction And Alterations Of State Buildings” of the CT General Statutes

The Regulations of Connecticut State Agencies establishes grievance procedures for promptly hearing and ruling on claims alleging a violation or violations of the contract bidding provisions of Part II – “Bidding and Contracts” of Chapter 60 - “Construction And Alterations Of State Buildings” of the Connecticut General Statutes (hereinafter "Chapter 60"). In view of the fact that time is normally of the essence in awarding construction contracts under Chapter 60, the grievance procedures are intended to be quick, informal and conclusive so as to avoid delays which can increase costs and jeopardize the very ability of the State to proceed with needed public works projects.

19.1 Website Links:

The “Procedure for Alleged Violation(s) of Part II – “Bidding and Contracts” of Chapter 60 of Chapter 60 - “Construction And Alterations Of State Buildings” of the CT General Statutes are available for download from the Division of Construction Services website. Follow these procedures to download the documents:

- Go to the DCS website: www.ct.gov/dcs and click on the “DCS Library” at the top of the page;
- Scroll down to “Office of Design & Construction Index of Forms & Publications” and click on “6000 Bid Phase Forms”;
- Scroll down and click on “6510 Procedure for Alleged Violation” and/or “6505 Petition of Alleged Violation”;
- Save to your computer.

Article 20 General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities:

For projects involving one (1) acre or more of soil disturbance, the Apparent Low Bidder shall submit to the Connecticut Department of Energy and Environmental Protection (CT DEEP) the Registration and plans for the General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities (CT DEEP-WPED-GP-015) within ten (10) business days of being notified of being the Apparent Low Bidder. The Owner shall be responsible for the cost of the General Permit Fee. The Apparent Low Bidder shall be responsible for notifying the CT DCS Project Manager when the Registration has been submitted to CT DEEP in order for the Owner to know when to transfer the funds to CT DEEP.

End of Section

**State Of Connecticut
Department of Administrative Services And
Division of Construction Services**

To: All Department of Administrative Services, Division of Construction Services Contractors

Subject: Set-Aside Contract Laws

Dear Sir/Madam:

The administration of Governor Dannel P. Malloy is committed to supporting the subject programs by encouraging all contractors on State projects to improve their efforts in these areas.

State law requires contractors doing business with the State to demonstrate non-discrimination by making "good faith efforts" in both hiring and in sub-contracting practices (Conn. General Statute Section 4a-60).

What does "good faith efforts" mean? It means that you, as contractors, must act affirmatively. It is not good enough to say you can't find minorities and women. You must seek them out. That is the law, and the Department of Administrative Services, Division of Construction Services (CT DCS) is committed to enforcing the law. At the same time, we are ready to assist you in making "good faith efforts."

The Department of Administrative Services, Division of Construction Services is required by CGS 4a-60g(b) and (c) to set aside projects (amounting to 25% of its annual contract awards) for small business and 25% of that amount for minority business enterprises. CT DCS may require any general contractor to set aside a portion of the contract for subcontractors who are small businesses or minority business enterprises in lieu of setting aside a project or in addition to setting aside a project.

Therefore, unless otherwise specified in the Invitation to Bid, CT DCS will require contractors to subcontract 25% of the total contract value to small businesses certified by the Department of Administrative Services and further will require contractors to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by the Department of Administrative Services (CT DAS). These statutory goals represent the minimum values expected to be achieved by this program.

Together, we can meet the challenge of providing equal opportunity for minority and women-owned businesses and workers in our State. We expect superior results in the areas of affirmative action, equal employment opportunity, and set-aside contracts. The CT DCS standard in these areas is not just minimal effort. Our goal is to uphold the letter and the spirit of the law.

Sincerely yours,

Donald J. DeFronzo
Acting Commissioner

PB:pb

Non-Discrimination and Affirmative Action Provisions for State Contracts

Section 1) CHRO – Contract Compliance Regulations Notification to Bidders

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 small contractor or supplier of materials fifty-one percent or more of the capital stock or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “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; or (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.

- * The Commission on Human Rights and Opportunities (CHRO) “Employment Information Form” shall be submitted to CT DAS Procurement Services on behalf of the awarding agency, the Department of Construction Services (CT DCS).

Section 2) Non-Discrimination and other Contract Compliance Requirements

Pursuant to CONN. GEN. STAT. § 4a-60 and §4a-60a and, the Regulations of Connecticut State Agencies Sections 46a-68j-21 to 46a-68j-43, a contractor agrees to the following:

- 1) Not to 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, sexual orientation, mental retardation, or physical disability including, but not limited to, blindness (unless it is shown that such disability prevents performance of the work involved) in the performance of a contract, in any manner prohibited by the federal and Connecticut anti-discrimination and contract compliance laws;
- 2) To undertake affirmative action which will insure that applicants with job-related qualifications are employed and that employees are treated, when employed, without regard to whether they belong to any of the groups identified in Paragraph # 1) above;
- 3) To include a statement that the contractor is an "affirmative action-equal opportunity employer", in all solicitations or advertisements for employees placed by or on behalf of the contractor;
- 4) To provide each labor union or representative of workers with which such contractor has a collective bargaining agreement and each vendor with which such contractor has a contract, a notice advising them of the contractor's commitments under CONN. GEN. STAT. § 4a-60 and §4a-60a. The notice is available by contacting the Commission on Human Rights and Opportunities (the Commission);
- 5) To post copies of the notice referred to in item 4) in conspicuous places available to employees and applicants;
- 6) To provide the Commission with such information requested by said agency, permit access to pertinent books, records, and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of CONN. GEN. STAT. § 4a-60, §4a-60a and § 46a-56 and, cooperate fully with the Commission; and,
- 7) To include the language of CONN. GEN. STAT. § 4a-60 (a) and §4a-60a (a) in every subcontract or purchase order executed to fulfill any obligation of the contract with CT DCS.

Section 3) Affirmative Action Requirements for Certain Public Works Contracts for Construction

Pursuant to CONN.GEN. STAT. § 46a-68c and §46a-68d and, the Regulations of Connecticut State Agencies Sections 46a-68j-21 to 46a-68j-29, the following must file an affirmative action plan with the Commission:

- 1) A successful bidder on a public works contract¹ with a value of \$500,000 or more. The plan must be filed within thirty (30) days after a bid has been accepted by an awarding agency but before a contract is awarded. A plan may be filed in advance of or, at the same time as a bid is submitted.
- 2) A contractor with fifty (50) or more employees who has been awarded a public works contract in excess of \$50,000 in any fiscal year. A plan must be filed within thirty (30) days of the date a contract is awarded.

The Commission must review a plan within sixty (60) days of receipt and must either approve or reject a plan. Should the Commission approve an affirmative action plan, the Commission will issue a certificate of compliance. This certificate of compliance shall be proof of a successful bidder's or a contractor's eligibility to bid or be awarded contracts for a period of two (2) years from the date of the certificate. This certificate does not excuse a successful bidder or contractor from being monitored by the Commission for implementation of its affirmative action plan or, from its reporting requirements under CONN. GEN. STAT. § 46a-68e and § 46a-68f. (Refer to Section 6) Also, the Commission may revoke the certificate if a successful bidder or contractor does not implement its affirmative action plan.

Should the Commission opt to disapprove an affirmative action plan, the Commission must notify the successful bidder or contractor in writing within ten (10) days of the disapproval. The notice will state the reason for disapproval and may provide necessary proposals to bring the plan into compliance. The successful bidder or contractor must then submit a new or amended plan, within thirty (30) days of the date the notice of disapproval is mailed by the Commission.

In addition, the Commission may conditionally approve an affirmative action plan for a successful bidder on a public works contract valued at \$500,000 or more. The Commission must notify the successful bidder in writing within ten (10) days of the conditional disapproval and state the reason for conditional approval and, may provide necessary proposals to bring the plan into compliance. The successful bidder must then submit a new or amended plan or, provide written assurances that it will amend its plan to conform to affirmative action requirements, within thirty (30) days of the date the notice is mailed by the Commission.

The awarding agency (CT DCS) will provide a successful bidder or contractor with a copy of the Commission's Affirmative Action Plan format. All sections of this Affirmative Action Plan format must be completed by the successful bidder or contractor and forwarded to the Commission. Also, the awarding agency (CT DCS) shall withhold 2% of the total contract price per month from any payment made to a contractor until such time as the contractor has developed an affirmative action plan, which has been approved by the Commission.

¹According to CONN. GEN. STAT. § 46a-68b, a "public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

Section 4) "Good Faith Efforts" to Include Minority Business Enterprises as Subcontractors

In addition to, or in the absence of, any other subcontractor requirements included in this project, contractors are required to make "good faith efforts" to include minority business enterprises in the work of this project as subcontractors (for services and/or material suppliers). For the purpose of identifying minority business enterprises, a minority business enterprise shall be a subcontractor which has a valid certification as such from the Department of Administrative Services (DAS) and/or a subcontractor for which an affidavit has been submitted by the contractor attesting that the subcontractor named as a minority business enterprise meets the minority business enterprise criteria set out in CONN. GEN. STAT. § 4a-60(b).

"Good faith effort" means "that **degree of diligence** which a reasonable person would exercise in the performance of legal duties and obligations" and *includes*, but is not limited to, the following **factors**: the contractor's employment and subcontracting policies and practices; affirmative advertising, recruitment, training, technical assistance activities and such other reasonable activities or efforts as the Commission may recommend to ensure the participation of minority business enterprises in state projects.

Section 5) Set-Aside Program

This contract may be subject to the provisions the Set-Aside Program for Small Contractors found at CONN. GEN. STAT. § 4a-60g and may be awarded only to a contractor certified as a small and/or minority business enterprise by DAS. The notification as to this special provision will be found in the Invitation to Bid for this contract. The listing of eligible "Set-Aside" contractors is found on DAS' web site. (<http://das.ct.gov/cr1.aspx?page=34>) In the event that the Set-Aside Program for Small Contractors applies to this contract, the following special provisions will also apply:

5.1 Amount of Work Required to Be Done by "Set-Aside" Contractors

A contractor awarded a contract on a project pursuant to the provisions of CONN. GEN. STAT. § 4a-60g and Public Act 13-304, shall be required to perform not less than thirty (30) per cent of the work with his/her own forces and shall ensure that not less than fifty (50) per cent of the work be performed by contractors or subcontractors who are certified as small contractors or minority business enterprises pursuant to CONN. GEN. STAT. § 4a-60g.

The primary product/service performed by contractors working on a contract awarded under CONN. GEN. STAT. § 4a-60g must be the same as the primary product/service described for the contractors on their "Certificate of Eligibility" which is provided to them by DAS.

5.2 Alternate Bonding Available to "Set Aside" Contractors

In lieu of a performance, bid, labor and materials or other required bond, a contractor or subcontractor awarded a contract under CONN. GEN. STAT. § 4a-60g may provide to the awarding authority (CT DCS) and the awarding authority shall accept a "Letter of Credit". Any such "Letter of Credit" shall be in an amount equal to ten (10) per cent of the contract for any contract that is less than one hundred thousand (\$100,000) dollars, and in the amount of twenty-five (25) per cent for any contract that is one hundred thousand (\$100,000) dollars or more.

5.3 Procedures to Follow Regarding Substitution of Named Project "Set-Aside" Subcontractors.

The awarding authority (CT DCS) may also require the contractor to set aside a portion of the contract for subcontractors who are eligible for set aside contracts. The awarding authority shall not permit substitution of a subcontractor for one named in accordance with the provisions of CONN. GEN. STAT. § 4b-95 or substitution of a subcontractor for any designated sub-trade work bid to be performed by the contractor's own forces, except for good cause.

Pursuant to CONN. GEN. STAT. § 4b-95, 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 bid form;
- 5) Inability to obtain, or loss of, a license necessary for the performance of the particular category of work;
- 6) Failure or inability to comply with a requirement of law applicable to contractors and subcontractors, or to subcontracts for construction, alteration, or repair projects;
- 7) Failure to perform his/her agreement to execute a subcontract under CONN. GEN. STAT. § 4b-96.

Any general contractor who violates any provision of CONN. GEN. STAT. § 4b-95 shall be disqualified from bidding on other contracts that are subject to the provisions of Chapter 60 (Construction and Alterations of State Buildings) of the Connecticut General Statutes, for a period not to exceed twenty-four (24) months, commencing from the date on which the violation is discovered, for each violation.

Section 6) Contract Monitoring and Reporting

The Commission has the authority to monitor state contractors pursuant to CONN. GEN. STAT. § 46a-68e and 46a-68f and Section 46a-68j-23(3) of the Administrative Regulations of Connecticut State Agencies. In addition, under Sections 46a-68j-25(e) and 46a-68j-26 (g) of the Administrative Regulations of Connecticut State Agencies, the Commission has the authority to monitor the implementation of an affirmative action plan regarding: a) a successful bidder who has been awarded a public works contract valued at \$500,000 or more and, b) a contractor with fifty (50) or more employees who has been awarded a public works contract in excess of \$50,000 in any fiscal year.

In order to monitor the implementation of these plans, the Commission requires that the following contract monitoring reports be compiled and submitted:

- 1) Monthly Employment Utilization Report (form chro: cc-257). A contractor, on behalf of itself and all subcontractors who perform work on the project during a given month, is required to report on the work hour participation of minority male and female workers in each trade category on the project. The report must be submitted to the contract awarding agency (CT DCS) and to the Commission by the 15th day following the end of each calendar month during the term of the on-site construction work of the project.

Website page: <http://www.ct.gov/chro> >> Forms >> Contract Compliance Forms and Reports

- 2) Quarterly Small Contractor and Minority Business Enterprise Payment Status Report (form chro: cc-258). A contractor is required to report on the participation of small contractors or minority business enterprises identified to participate on the project. The report must be submitted to the contract awarding agency (CT DCS) and to the Commission by the 15th day following the end of each calendar quarter during the term of the on-site construction work of the project.

Website page: <http://www.ct.gov/chro> >> Forms >> Contract Compliance Forms and Reports

In addition, the Commission expects that a contractor will designate an Equal Opportunity/Contract Compliance Officer for its public works project who will compile the above monthly and quarterly reports, as well as, undertake the following responsibilities for implementation of its project Affirmative Action Plan (AAP):

- 1) Maintain a project Equal Employment Opportunity (EEO) file to include all records, correspondence and other documentation relate to the project AAP.
- 2) Communicate to and inform all project subcontractors, regardless of tier, and labor referral organizations (if applicable) about project equal employment and AAP commitments and performance requirements.
- 3) Participate in project job meetings to inform project subcontractors about project equal employment and AAP performance requirements.
- 4) Track the use of employment recruitment sources identified in the project AAP regarding all employment opportunities with all subcontractors on the project. Also, maintain documentation of all contacts with these recruitment sources and their responses.

The Commission will forward a copy of the monthly and quarterly report to each contractor on a public works project.

NOTE: Bidders and state contractors may review the full text of the before referenced Connecticut General Statutes by accessing either the State Law Library's web site (<http://www.cslib.org/psaindex.htm>) or, the State Legislatures' web site (<http://www.cga.ct.gov>).

The full text of the Regulations of Connecticut State Agencies Sections 46a-68j-21 through 46a-68j-43 may be reviewed by accessing the Commission's web site:

(<http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=315900&chroPNavCtr=|#45679>) In the alternative, bidders or state contractors may request a copy of these state statutes and regulations by contacting the Commission at (860) 541-3400 (in Hartford) or 1 (800) 477-5737.

Commission on Human Rights and Opportunities Contract Compliance Unit 25 Sigourney Street Hartford, CT 06106		1. MONTHLY EMPLOYMENT UTILIZATION REPORT <i>(FORM chro cc-257)</i>		PROJECT AREA (MSA): 2. EMPLOYERS FEIN NO. _____		3. PROJECT AAP GOALS MINORITY: _____ FEMALE: _____		4. REPORTING PERIOD FROM: _____ TO: _____					
GENERAL CONTRACTOR: PROJECT NAME: CONTRACT NUMBER:				NAME AND LOCATION OF CONTRACTOR (submitting report):				STATE AWARDING AGENCY:					
5. CONSTRUCTION TRADE <small>(please identify)</small>	CLASSIFICATION	6. WORK HOURS OF TRADE WORKERS EMPLOYED ON PROJECT								9. TOTAL NUMBER OF EMPLOYEES	10. TOTAL NUMBER OF MINORITY EMPLOYEES		
		6a. TOTAL HOURS BY TRADE		6b. BLACK (Not of Hispanic Origin)		6c. HISPANIC		6d. ASIAN OR PACIFIC ISLANDERS				6e. AMERICAN INDIAN OR ALASKAN NATIVE	
		M	F	M	F	M	F	M	F	M	F	M	F
	Journey Worker Apprentice Trainee SUB-TOTAL												
	Journey Worker Apprentice Trainee SUB-TOTAL												
	Journey Worker Apprentice Trainee SUB-TOTAL												
	Journey Worker Apprentice Trainee SUB-TOTAL												
	Journey Worker Apprentice Trainee SUB-TOTAL												
TOTAL JOURNEY WORKERS													
TOTAL APPRENTICES													
TOTAL TRAINEES													
GRAND TOTAL													
11. COMPANY OFFICIALS SIGNATURE, PRINTED NAME, AND PRINTED TITLE				12. TELEPHONE NUMBER (including area code)				13. DATE SIGNED		PAGE _____ OF _____			

Did not perform work on this project for this month (Please place an "X" in the box if your company did not perform work on this project for this month only.)

Form CHRO 257

Commission on Human Rights and Opportunities Contract Compliance Unit 25 Sigourney Street Hartford, CT 06106				1. MONTHLY EMPLOYMENT UTILIZATION REPORT <i>(FORM chro cc-257A)</i>				PROJECT AREA (MSA): _____ 2. EMPLOYER FEIN NO. _____				3. PROJECT AAP GOALS MINORITY: _____ FEMALE: _____				4. REPORTING PERIOD FROM: _____ TO: _____							
GENERAL CONTRACTOR: PROJECT NAME: CONTRACT NUMBER:								NAME AND LOCATION OF CONTRACTOR (submitting report):								STATE AWARDING AGENCY:							
5. ON SITE PERSONNEL (OTHER THAN TRADE WORKERS) <i>(please identify specific job title)</i>	6. WORK HOURS OF WORKERS <i>(OTHER THAN TRADE WORKERS)</i> EMPLOYED ON PROJECT												9. TOTAL NUMBER OF EMPLOYEES M F				10. TOTAL NUMBER OF MINORITY EMPLOYEES M F						
	6a. TOTAL HOURS BY TRADE		6b. BLACK (Not of Hispanic Origin)		6c. HISPANIC		6d. ASIAN OR PACIFIC ISLANDERS		6e. AMERICAN INDIAN OR ALASKAN NATIVE		7. MINORITY PERCENT										8. FEMALE PERCENT		
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F			
GRAND TOTAL WORKERS																							
11. COMPANY OFFICIALS SIGNATURE, PRINTED NAME, AND PRINTED TITLE								12. TELEPHONE NUMBER (including area code)				13. DATE SIGNED				PAGE _____ OF _____							
<input type="checkbox"/> Did not perform work on this project for this month (Please place an "X" in the box if your company did not perform work on this project for this month only.)																							

Form CHRO 257a

3.2 - Option 2

Construction Manager At Risk (CMR):

Appendix I

Administrative and Statutory Requirements

For the purposes of this Appendix I, the word "contractor" is substituted for and has the same meaning and effect as if it read, Construction Manager at Risk ("CMR"). References to "contract" shall mean this CMR Agreement.

1. **Nondiscrimination And Affirmative Action Provisions:**

A. Non-Discrimination

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and 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, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

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

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

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

2. Executive Orders:

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the contract as if they had been fully set forth in it. At the contractor's request, the Department shall provide a copy of these orders to the contractor.

- 2.1 The contractor agrees to abide by such Executive Orders.
- 2.2 The State Contracting Standards Board may review this contract and recommend termination of the contract for a violation of the State Ethics Code (Chapter 10 of the General Statutes) or Section 4a-100 of the General Statutes, or wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.
- 2.3 This contract may be cancelled, terminated, or suspended by DAS or the State Labor Commissioner for violation of or noncompliance with Executive Orders No. Three or Seventeen or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not party to this contract. The State Labor Commissioner shall have continuing jurisdiction regarding contract performance concerning nondiscrimination and listing all employment openings with the Connecticut State Employment Service until the contract is completed or until the contract is terminated prior to completion.
- 2.4 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 the contractor 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.

- 2.5 This contract may be cancelled, terminated, or suspended by DAS or the State for violation of or noncompliance with Executive Order Sixteen. In addition, the contractor agrees to include a copy of Executive Order Sixteen, and the requirement to comply with said order, in all contracts with its contractors, subcontractors, consultants, subconsultants, and vendors.

3. Sexual Harassment:

This contract is subject to the provisions of the Department of Administrative Services' Anti-Harassment Policy ("Policy") and, as such, the contract may be cancelled, terminated, or suspended by the State in the event that the contractor, its employees, contractors, subcontractors, consultants, subconsultants, or vendors engage in behavior prohibited by the provisions of the Policy (a copy of the Policy is available on the DAS website). The contractor agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, subconsultants, and vendors.

4. Summary of State Ethics Laws:

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

5. Whistleblowing

This contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the CMR takes or threatens to take any personnel action against any employee of the CMR in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the CMR shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the CMR.

6. Set-Aside Program

CMR shall award not less than 25% of the cost of construction to Subcontractors who are certified and eligible to participate under the State of Connecticut Set Aside Program for small, minority and women owned business enterprises including 6.25% that must be awarded to certified and eligible minority/women owned enterprises, in accordance with Connecticut General Statutes Section 4a-60g through 4a-60j. This requirement must be met even if CMR is certified and eligible to participate in the Small Business Set-Aside Program. CMR shall draft and submit for approval an affirmative action plan in accordance with the rules and regulations of the Connecticut Human Rights and Opportunities Commission ("CHRO"). The affirmative action plan must be approved by the CHRO as a condition precedent to approval of the Guaranteed Maximum Price and the GMP Amendment to this Agreement.

7. Confidentiality of Documents

The CMR agrees on behalf of the CMR and the CMR's principals, employees, agents, heirs, successors and assigns that they shall only utilize drawings, specifications, maps, reports, records, or other documents to the extent necessary for the performance of the CMR's work and duties under this Agreement. This limitation on use applies to those items produced by the CMR, as well as to those items received by the CMR from the Owner or others in connection with the CMR's work and duties under this Agreement.

The CMR further agrees that said drawings, specifications, maps, reports, records, and other documents may not be released to any other entity or person except for the sole purpose of the Work described in this Agreement. No other disclosure shall be permitted without the prior written consent of the Owner.

The CMR further agrees that each of its subcontracts and any relevant sub-subcontracts, as appropriate shall contain the following provision:

Any and all drawings, specifications, maps, reports, records or other documents associated with the contract Work shall only be utilized to the extent necessary for the performance of the Work and duties under this contract. Said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the Work described in this contract. No other disclosure shall be permitted without the prior written consent of the State of Connecticut Department of Administrative Services, Division of Construction Services (Owner). When any such drawings, specifications, maps, reports, records or other documents are no longer needed, they shall be destroyed.

8. Annual Certification

If the aggregate value of this contract is \$50,000.00 or more, including all amendments and/or commission letters, then the CMR shall annually submit electronically, on or within two (2) weeks of the anniversary date of the execution of this contract, a completed Gift and Campaign Contribution Certification and notify the DCS Legal Unit that it has been uploaded. Said certification shall be uploaded on the Department of Administrative Services website. For the purposes of this article, the execution date of the contract shall be the date the Commissioner of DAS signs the contract.

9. Campaign Contribution Restriction

For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as "Attachment."

10. Construction Safety and Health Course

Pursuant to the requirements of Section 31-53b of the Connecticut General Statutes, as revised, the CMR shall furnish proof to the Labor Commissioner at such time as the weekly certified payroll form is completed for the first week each person begins work on such project, that any such person performing manual labor on the Project, pursuant to this Agreement, has completed a course of at least ten (10) hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten (10) hours of training in accordance with 29 CFR 1910-268. Any person required to complete such course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner shall enforce this provision.

11. Freedom of Information Act

The Owner is a "public agency" for purposes of the Connecticut Freedom of Information Act, Sections 1-200 to 1-241 of the General Statutes, as amended (the "FOIA"). Information relating to the CMR, its Subcontractors and their affairs received or maintained by the Owner may constitute "public records or files" for purposes of the FOIA subject to public access and disclosure in the manner provided in the FOIA, unless a specific exemption from the public access and disclosure requirements of the FOIA is available in connection with particular records or files. Accordingly, the Owner is relieved from any confidentiality obligations under this Agreement that would be in conflict with its obligations under the FOIA.

12. State's Rights of Inspection, Audit and Collection; Maintenance of Records

- (a) All services performed by and material supplied by the Contractor under this contract shall be subject to the inspection and approval of the State at all times, and Contractor shall furnish all information concerning such material and services as may be requested by the State.
- (b) The Contractor shall maintain, and shall require each of its subcontractors hereunder to maintain, accurate and complete records, books of account and other documents that delineate the nature and extent of the State's, Contractor's, and, in the case of each subcontract, the applicable subcontractor's, performance hereunder. The Contractor shall maintain all such documentation and any and all other of its records (whether stored in electronic or other form) that in any way pertain or relate to this contract and/or the actual or alleged performance and/or lack of performance by any party hereunder (individually and collectively, "Records") at the Contractor's address provided on the first page of this contract or such other location as is approved in writing in advance by the State.

- (c) The Contractor agrees to make all of its Records available for inspection and/or examination, and copying, by the State's authorized representatives during reasonable hours. The State and its representatives also shall have the right, at reasonable hours, to inspect and examine all of the part(s) of the Contractor's and its subcontractors' plant(s) and/or place(s) of the businesses which, in any way, are related to, or involved in, the performance of this contract and/or any subcontract to ensure compliance with the same. Except in the case of suspected fraud or other abuse or in the event of an emergency, the State will give the Contractor at least twenty-four (24) hours notice of any intended inspections or examinations.
- (d) At the State's request, the Contractor shall provide the State with hard copies of or electronic media containing any data or information in the possession or control of the Contractor which pertains to the State's business or this contract.
- (e) The Contractor agrees that it will keep and preserve or cause to be kept and preserved all of its Records until three (3) years after the latter of (i) final payment under this contract, or (ii) the expiration or earlier termination of this contract, as the same may be extended or renewed, and any holdover period.
- (f) The Contractor also agrees that it will require each subcontractor under this contract to maintain all of its Records until three (3) years after the expiration or earlier termination of said subcontract or other agreement, as the same may be renewed or extended.
- (g) If any litigation, claim or audit is started before the expiration of said three (3) year periods, such records shall be (and shall be required to be) retained until all litigation, claims or audit findings have been resolved.
- (h) The Contractor shall incorporate the provisions of this Section, including this subsection (h), verbatim into any contract or other agreement it enters into with any subcontractor under this contract.

13. Disclosure of Records

This Agreement may be subject to the provisions of Section 1-218 of the Connecticut General Statutes, as revised. In accordance with this statute, each contract in excess of Two Million Five Hundred Thousand Dollars between a public agency and an entity or person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes as revised.

14. Forum and Choice of Law

The Parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

15. Sovereign Immunity

The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

16. Indemnification

The CMR shall indemnify and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising directly or indirectly in connection with the contract, concerning the negligent acts of commission or omission (collectively, the "Acts") of the CMR or CMR Parties, and (2) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising directly or indirectly in connection with Claims, Acts or the contract, to the extent of the CMR's or CMR Parties' negligence. The CMR's obligations under this section to indemnify and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the CMR's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

ATTACHMENT

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF
CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

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

Campaign Contribution and Solicitation Limitations

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

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

Definitions:

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

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

"Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

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

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

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

Fusco

Exhibit H
Small Business Enterprise and Minority Business Enterprise Summary

ELI WEITNEY TECHNICAL HIGH SCHOOL
 HAMDEN, CONNECTICUT
 Project No. B1-RT-437- CMR

Date: September 19, 2012

Bid Package	Description	Subcontractor	Subcontract Value	2nd Tier Subcontractor	S/M/WBE	Non-Set Aside Value	SBE Value	MBE Value	WBE Value	Set Aside Value
1.01*	Site Preparation	Running Brook Farms	\$181,000							\$181,000
1.01b	Credit For GC Items To Site Prep		-\$20,000		SBE		\$181,000			\$181,000
1.02*	Temporary Construction Fences	Toral Fence	\$138,693		WBE		\$10,500			\$20,300
1.03	Moving & Storage	William B. Meyer	\$195,000		WBE	\$195,000			\$138,693	\$138,693
1.04*	Final Cleanup	Mediam Services	\$125,400		WBE					\$0
1.05*	Washman Service	National Security	\$300,000		SBE			\$123,400		\$123,400
2.01	Demolition & Abatement	Standard Demolition	\$3,258,473		SBE	\$2,188,473	\$300,000			\$300,000
				Tumbidge Construction	WBE					\$0
				American Vets Abatement	MBE			\$75,000		\$75,000
3.01*	Cast In Place Concrete	William Massery	\$2,583,673		WBE			\$860,000		\$860,000
4.01	Masonry & Precast	Lighthouse Masonry	\$9,177,000		WBE			\$138,000		\$138,000
				Midway Tractor	WBE	\$977,000				\$0
5.01	Structural Steel & Metal Decking	United Steel - In Review	\$6,177,287	CT Masons	WBE			\$8,200,000		\$8,200,000
5.02*	Metal Fabrications	TP Builders	\$370,000	In Review						\$0
6.01	General Trade	Cross Assembly	\$4,509,214		SBE		\$370,000			\$370,000
				American Mason Supply	WBE	\$3,933,813				\$0
				A. Laqueur	WBE			\$240,000		\$240,000
				Diversified Specialty	WBE			\$40,000		\$40,000
				WA Clemens	WBE		\$100,000			\$100,000
				Dimple Stone	SBE			\$18,277		\$18,277
6.02	Millwork	NE Interior Systems	\$1,436,000	Preferred Venets	WBE			\$77,202		\$77,202
7.01	Roofing & Mem Panels	Siltown Roofing	\$3,477,000	Genet Carpentry	WBE	\$991,300		\$424,500		\$424,500
				Lona & Lona Distributors USA	WBE	\$2,433,900				\$0
8.01*	Glass & Glazing	Cherry Hill	\$3,143,000	Offshore Construction	WBE			\$803,400		\$803,400
8.03*	Doors, Frames & Hardware	Park Zovov	\$86,292	E-Skylight	WBE		\$2,829,000			\$2,829,000
9.01*	Ceramic & Terrazo Tile	R.B. Ceramic	\$379,600		SBE			\$86,893		\$86,893
9.02*	Carpet, Resilient & Wood Flooring	Frost Viewers	\$268,600		SBE			\$379,600		\$379,600
9.03*	Acoustical Ceilings	Central Ceas	\$977,112		SBE			\$451,953		\$451,953
9.04*	Painting & Finishing	Professional Print	\$572,000		WBE			\$977,512		\$977,512

Page 1 of 2

Bid Package	Description	Subcontractor	Subcontract Value	2nd Tier Subcontractor	S/M/WBE	Non-Set Aside Value	SBE Value	MBE Value	WBE Value	Set Aside Value	
10.01*	Signage	ABC Sign	\$63,477		SBE		\$63,477			\$63,477	
10.02*	Telex Communications	TP Builders	\$135,150		SBE		\$135,150			\$135,150	
10.03	Fabrication Partitions	Whitlock	\$135,481		SBE		\$98,532			\$98,532	
11.01	Food Service Equipment	Todd Davis	\$777,000	Wallon Installation	WBE				\$35,045	\$35,045	
				RA Lewis	SBE	\$687,000				\$0	
				All State Pits	SBE		\$27,000			\$27,000	
21.01	Fire Suppression	HNS Mech	\$1,214,442	Speedily Restaurant Design Systems	SBE		\$9,000			\$9,000	
					SBE		\$20,000			\$20,000	
23.01	Plumbing & HVAC	Formson	\$16,347,000	Sumit Mechanical Contractors	WBE			\$75,000		\$75,000	
				Shenker Industrial Supply	WBE	\$10,041,000				\$0	
				Air Equipment	SBE		\$183,000		\$662,000	\$662,000	
				Mechanical Solutions	SBE		\$50,000			\$50,000	
				RA North & Associates	SBE		\$50,000			\$50,000	
				Healy D Duct	WBE			\$10,000		\$10,000	
				James B Simpson Co	SBE		\$30,000		\$14,000	\$14,000	
				Flow Tech	SBE					\$0	
				Swan Associates	SBE		\$1,210,000			\$1,210,000	
				Crowe Systems Inc.	WBE			\$388,000		\$388,000	
				Performance Technology	WBE			\$60,000		\$60,000	
				Norris & Fennell	SBE		\$75,000			\$75,000	
				Sullivan & Tompso	WBE				\$1,565,000	\$1,565,000	
				Systems Specialties	SBE					\$20,000	
26.01	Electrical	Formson	\$6,147,000		SBE	\$4,087,000	\$20,000			\$0	
				The Beacon Light & Supply	WBE			\$356,000		\$356,000	
				Hardest Electric Construction	WBE			\$102,000		\$102,000	
				Marquette Power Equipment	WBE			\$105,000		\$105,000	
				Taylor Electric	WBE			\$30,000		\$30,000	
				KOB Associates	WBE		\$484,500			\$484,500	
				HFC Group	SBE			\$280,000		\$280,000	
				Vm Daznet	WBE			\$484,500		\$484,500	
31.01	Stonework	Guerra	\$4,120,000		WBE	\$2,878,800				\$0	
				Lendon Industries	WBE			\$1,196,200		\$1,196,200	
31.02*	Retaining, Gates & Gravelly	Toral Fence	\$112,828		WBE			\$45,000		\$45,000	
31.03*	Landscaping	Jw's Landscaping	\$81,725		WBE			\$112,828		\$112,828	
31.04*	Asphaltic Fields	TBD	Deleted		SBE			\$81,725		\$81,725	
					SBE					\$0	
Total							\$32,791,007	\$10,073,138	\$3,340,725	\$16,618,431	\$30,834,397
Percent of Subcontract Value							82%	16%	5%	26%	47%

Notes:
 a. All values for 2nd Tier Subcontractors are estimates pending Subcontractor 2nd tier subcontractor buy out and non-set aside action plans.

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SMALL BUSINESS ENTERPRISE | BIT 'M' CITY BUSINESS ENTERPRISE SUMMARY
 April 9, 2014
 EMMETT O'BRIEN TECH
 Ansonia, Connecticut
 Project No. 3-MT-844-CM8

BSF Package	Description	Subcontractor	Subcontractor Value	2nd Tier Subcontractor	S/M/W/VBE	Non-Self Admin Value	Self Value	VBE Value	WBE Value	Com. Int.
1.1	FINAL CLEANING	Adrienne Creative	058,830		M/S					
2.8	DEMOLITION WORK & HAZARDOUS A	Bethel of CT LLC	23,026,123		SB		63,630,363	282,650		
2.9	CONCRETE WORK	Waterbury Masonry	23,026,200		WBE				65,005,600	
4.9	MASSING & FINISH	Aspen Masonry, Inc	23,027,000			57,871,300				
5.9	STRUCTURAL STEEL & METAL DECK	Daniel Reed, Inc	27,448,000			11,445,600				
5.1	METAL FABRICATIONS	General Welding & Fabrication	208,000		WBE				108,600	
6.0	GENERAL TRADE	Cann Anonette, Inc	25,833,130			33,331,623				
6.1	ARCHITECTURAL WOODWORK	Northington Superior Woodwork	1279,600			2771,603				
6.2	LABORATORY CABINETS	Northington Superior Woodwork	2,644,000			2,644,000				
7.0	MINORANS ROOFING SYSTEM	The Imperial Company	11,340,000			23,212,400				
7.1	METAL WALL PANELS	Finetech WallPanel Products	21,497,600							
7.8	FRONTITIONS	FEEL, Inc	279,000		MBE			279,000		
9.0	GLASS & GLAZING	Alpha Glass, Inc	27,078,000			25,802,086		279,000		
1.1	DOORS, FRAMES & HARDWARE	Norham Hardware	260,000			260,000				
1.8	SPRINKLERS	Wynn Sales, Inc	217,400		SB			217,400		
9.9	DISCOUNT TILE & QUARRY TILE	Atlantic Discount Products	2079,824					217,400		
9.1	TERRAZZO	Joseph Cole & Son	2042,410		SB			217,400		
9.2	WOOD FLOORING	Stoneman Floors	204,900		SB			217,400		
9.3	ACETIC & REPLENT FLOORS	RAB Ceramic Tile	21,430,000		WBE				21,350,800	
9.4	SPRINKLERS FLOORS	IndusFloor Products	12,124,000		WBE				14,143,000	
9.5	ADDITIONAL CEILING	Amundson, Inc	207,400		SB			207,400		
9.6	PAINTING	MacKinnon Painting	203,400		WBE			203,400		
10.0	SPRINKLERS	CT Corporation	188,000		SB			188,000		
10.1	TOILET PARTITIONS & ACCESSORIES	TP Industries	150,470		SB			150,470		
10.2	LOCKERS & BENCHES	TP Industries	211,800		SB			211,800		
11.0	PROD SERVICE EQUIPMENT	The Warehouse Store Return	219,640			219,640				
11.1	INDUSTRIAL EQUIPMENT	BY OPNS	20							
11.2	COBOLGOLGY EQUIPMENT	CT Corporation	210,000		WBE				210,000	
13.0	WINDOW TREATMENT	CT Corporation	216,000		WBE				216,000	
13.1	TEMPORARY WOODEN CLASSROOM	Madness Construction	21,555,271			21,460,200				
21.0	FIRE PROTECTION SYSTEM	TEAM Fire Protection	201,000		SB			201,000		
22.0	PLUMBING & HVAC	Enterprise Plumbing & Heating	212,000,000		SB			212,000,000		
26.0	INSTALLATION	Castan Electric	20,000,000		SB			20,000,000		
26.1	WIRE LIGHTING	Electric Power Solutions	221,000		MBE			221,000		
27.0	WIRE WORK	Wynn Construction	24,283,000			24,188,000		24,188,000		
31.1	FENCING & GATES	Alpha Residential & Commercial	111,000		SB			111,000		
31.2	LANDSCAPING	Oliver Torrance Landscaping	113,000		WBE			113,000		
31.3	PROFESST. ATHLETIC FIELDS	Markov Corp	21,350,000		SB			21,350,000		
		Subcontractor Value:	55,028,134			30,305,881	25,828,081	403,300	4,341,023	
						65%	47%	0.72%	7.43%	
						17.1% WBE	SB	MBE	WBE	

SKANSKA		Southern CT State University Buley Library Renovations BI-RS-225B CMR		COST SUMMARY 5/20/2013	
BID PACKAGES	DESCRIPTION			BID VALUE	
2	Sitework	SBE		\$	1,200,000.00
2A	Site Concrete (DEFERRED)	MAWBE		\$	
2C	Site Concrete	SBE		\$	289,500.00
3	Concrete	MAWBE		\$	1,041,000.00
4	Masonry			\$	1,043,000.00
5	Steel (REBID)			\$	2,150,000.00
5A	Misc Metals	MAWBE		\$	489,000.00
6	Millwork and Finish Carpentry			\$	592,497.00
7	Roofing and Siding			\$	658,000.00
7B	Cementitious Fireproofing	SBE		\$	149,000.00
8	Glass and Glazing (REBID)			\$	3,034,829.00
8A	Steel Doors/Frames and Wood Door & Hardware			\$	194,800.00
8B	Metal Paneling (NEW PACKAGE FOR REBID)			\$	423,774.00
9	Gypsum Board Assemblies			\$	1,984,000.00
9A	Acoustical Ceilings	SBE		\$	476,500.00
9B	Painting	MAWBE		\$	118,958.00
9C	Tile, Resilient			\$	272,825.00
9D	Poured Terrazzo	SBE		\$	393,037.00
10	Toilet Partitions & Accessories	SBE		\$	32,200.00
10A	Signage			\$	74,950.00
12	Roller Shades	MAWBE		\$	80,191.00
13	Fire Protection			\$	403,240.00
13A	Security	MAWBE		\$	124,122.64
13B	Fire Alarm			\$	245,156.00
13C	Communications Cabling	MAWBE		\$	136,518.00
14	Elevators			\$	413,175.00
15	Plumbing	MAWBE		\$	773,000.00
15A	HVAC			\$	2,487,000.00
15B	HVAC Instrumentation & Controls			\$	417,460.00
16	Electrical			\$	739,000.00
17	Final Building Cleaning	MAWBE		\$	69,250.00
				SUBTOTAL SUBCONTRACTORS	\$ 20,505,982.64
Engineering:		Skanska Preconstruction Services		NIC	
		Skanska WAO No.01		NIC	
		Architect Mechanical / Electrical Engineering		By Owner	
		Other Consultants		NIC	
				Total Engineering Costs:	\$
New Equipment				Incl. w/ Bldg Cost	
Installation / Relocation of Equipment				By Owner	
Furniture				By Owner	
Allowances		Temporary heat		Included In GC/GR	
		Temporary Electric		Included In GC/GR	
		Equipment Filter Changes	\$	15,000.00	
		Exterior Skin Consultant	\$	15,000.00	
		Bid Advertisement / Addenda Costs	\$	10,000.00	
		Replacement of Defective Stored Materials	\$	200,000.00	
		Lead Abatement (1,635connections, 1.5hr ea. @ \$100/hr)	\$	250,000.00	
				Total Allowances:	\$ 490,000.00

SKANSKA		Southern CT State University Buley Library Renovations BI-RS-225B CMR	COST SUMMARY 5/20/2013
Other Costs:			
Telephone/Data Equipment/Installation			By Owner
Security Equipment / Installation			By Owner
Validation			By Owner
Building Permits			By Owner
Subcontractor Bonding			In Trades
Skanska Bonding, .87%		\$	217,500.00
Escalation, 3% per annum			In Trades
LEED			NIC
		Total Other Costs: \$	217,500.00
Associated Costs:			
Move Occupants Personal and Portable Belonging			By Owner
Skanska WAO No.01		\$	121,786.00
		Total Associated Costs: \$	121,786.00
Contingencies			
Owner Contingency			NIC
CM Contingency, 4%		\$	962,960.00
Reduce Contingency from 4% to 3%		\$	(240,740.00)
Reduce Contingency for VE Adjustments (see attached, Section 13)		\$	(408,304.00)
Design / Estimating Contingency, 3%			NIC
		Total Contingencies: \$	313,916.00
CM Services & Fees			
Construction Management Services		\$	2,265,180.00
GC Credit- Item 3.2.1: Trailer cleaning (BP-17)		\$	(10,000.00)
GC Credit- Item 3.2.2: Final Building cleaning (BP-17)		\$	(40,000.00)
GC Credit- Item 5.24: Temporary Weather Protection (Window Infill / Building Wrap) (BP-09)		\$	(125,000.00)
GC Credit- Item 5.25: Temporary Weather Protection (Masonry Scaffolding / Heat) (BP-09)		\$	(65,000.00)
GC Credit- Item 5.26: Temporary Railings / Floor opening protection (BP-09)		\$	(10,000.00)
GC Credit- Item 5.27: Temporary Rubbish Shute / Loading Areas / Lull Rental (BP-09)		\$	(10,000.00)
GC Credit- Item 5.28: Temporary Fencing / Gates (BP-02)		\$	(10,000.00)
Construction Management Fees, 2.75%		\$	657,922.33
Construction Management Fees on \$1.7M Value of Stored Materials		\$	46,750.00
		Total CM Services & Fees: \$	2,699,852.33
Insurance:			
Builders Risk Insurance, .3%		\$	70,480.15
General Liability Insurance, 1.25%		\$	284,639.53
Insurance required to indemnify Architect			N.I.C.
		Total Insurance: \$	355,119.68
		TOTAL GMP: \$	24,704,157

Southern Connecticut University
 Bulley Library Renovation - Phase II
 CMR

SBE/MWBE SUB-TIER PROJECTIONS
 30/2013

Bid Package Number	Company Name	Total	ANTICIPATED SBE & MWBE RESULTS			
			SBE		MWBE	
			PRIME	SUB-TIER	PRIME	SUB-TIER
2	Sitework (SBE)					
02A	Landscaping (DELETED)					
02C	Site Concrete (WBE)	\$ 1,200,000.00	\$ 1,140,000.00			\$ 60,000.00
3	Concrete (SBE)	\$ 289,500.00				
4	Masonry	\$ 1,041,000.00	\$ 988,950.00		\$ 289,500.00	
5	Steel	\$ 1,043,000.00				\$ 104,300.00
05A	Misc Metals (MBC)	\$ 2,150,000.00				\$ 215,000.00
6	Millwork and Finish Carpentry	\$ 489,000.00			\$ 489,000.00	
7	Roofing and Siding	\$ 552,497.00				
07B	Cementitious Fireproofing (S/WBE)	\$ 658,000.00				\$ 65,800.00
8	Glass and Glazing	\$ 149,000.00	\$ 141,550.00			\$ 7,450.00
08A	Steel Doors, Frames and Wood Door & Hardware - Supply	\$ 3,024,825.00				\$ 302,482.50
08B	Metal Paneling	\$ 194,800.00				
9	Driveway Carpentry	\$ 423,774.00				
09A	Acoustical Ceilings (SBE)	\$ 1,984,000.00				
09B	Painting (MWBE)	\$ 476,500.00	\$ 452,675.00			\$ 23,825.00
09C	Porcelain/Carpet/Tile (SBE)	\$ 118,958.00			\$ 118,958.00	
09D	Poured Terrazzo (SBE)	\$ 272,825.00	\$ 259,183.75			\$ 13,641.25
10	Toilet Partitions & Accessories (SBE)	\$ 399,037.00	\$ 373,385.15			\$ 25,651.85
010A	Storage	\$ 32,200.00	\$ 32,200.00			
12	Roller Shades (WBE)	\$ 74,950.00				
13	Fire Protection	\$ 80,191.00			\$ 80,191.00	
013A	Intrusion Detection, Security Access, Video Surveillance (MWBE)	\$ 403,240.00			\$ 403,240.00	
013B	Fire Alarm (University Single Source)	\$ 124,122.64			\$ 124,122.64	
013C	Structured Cabling (MWBE)	\$ 245,156.00			\$ 245,156.00	
14	Elevators	\$ 136,518.00			\$ 136,518.00	
15	Plumbing (WBE)	\$ 413,175.00			\$ 413,175.00	
015A	HVAC	\$ 773,000.00			\$ 773,000.00	
015B	HVAC Instrumentation & Controls (University Single Source)	\$ 2,487,000.00			\$ 2,487,000.00	
16	Electrical	\$ 417,460.00				
17	Final Building Cleaning (MWBE)	\$ 739,000.00			\$ 739,000.00	
		\$ 69,250.00				

BUDGET TOTAL (DIVISION 2 THRU 16): \$ 20,505,982.64

25% SBE REQUIREMENT:	\$ 3,844,871.75		
6.25% MWBE REQUIREMENT:		\$ 1,281,623.92	
SBE / MWBE REQUIREMENTS:	\$ 3,844,871.75	18.75%	\$ 1,281,623.92
			6.25%

PRIME SBE / MWBE PROJECTIONS:	\$ 3,387,943.90		\$ 2,080,539.64
PRIME SBE / MWBE COMPARISON [OVER / (UNDER)]:	\$ (456,927.85)		\$ 798,915.73

SBE (SUB-TIER CONTRACT):	\$ 1,576,684.25		
MWBE (SUB-TIER CONTRACT):			\$ 967,291.80
SUB-TIER SBE/MWBE PROJECTIONS:	\$ 1,976,684.25		\$ 967,291.80

PRIME + SUB-TIER SBE / MWBE PROJECTIONS:	\$ 5,364,628.15	26.2%	\$ 3,047,831.44
PRIME + SUB-TIER COMPARISON [OVER / (UNDER)]:	\$ 1,519,756.41		\$ 1,766,207.53

4/30/2013/6:01 PM
 3.2 GMP COST SUMMARY / CHRO Percentages

Bids 16 H

Bid Metrics - Rev 1										Barry & Burr		Rev 02/13		
Bid Package	Bidder	May 17 Budget	May 17 Available	Budget	May 17 Bid Amount	May 17 Bid Amount	Sub Bid Package Position	Bid	Approved Low Bidder	Approved Low Bidder	CPI	MSP	CPI Value	MSP Value
18	Adams/Aspman Prostate			202,200	202,700		1		202,700					
	Commercial Flooring Contract			500,000	540,000		1		540,000					
	General Trade & Tie			500,000	500,000		1		500,000					
	Interior Finish & Floor			500,000	500,000		1		500,000					
	Iron Work			500,000	500,000		1		500,000					
	Paint			500,000	500,000		1		500,000					
	Plumbing			500,000	500,000		1		500,000					
	Roofing			500,000	500,000		1		500,000					
	Structural Steel			500,000	500,000		1		500,000					
	Thermal Insulation			500,000	500,000		1		500,000					
	Window Installation			500,000	500,000		1		500,000					
	Welding			500,000	500,000		1		500,000					
	Wiring			500,000	500,000		1		500,000					
	Yard Work			500,000	500,000		1		500,000					
	Other			500,000	500,000		1		500,000					
	Subtotal			5,000,000	5,000,000				5,000,000					

Bids 16 H

Bid Metrics - Rev 1										Barry & Burr		Rev 02/13		
Bid Package	Bidder	May 17 Budget	May 17 Available	Budget	May 17 Bid Amount	May 17 Bid Amount	Sub Bid Package Position	Bid	Approved Low Bidder	Approved Low Bidder	CPI	MSP	CPI Value	MSP Value
19	Adams/Aspman Prostate			202,200	202,700		1		202,700					
	Commercial Flooring Contract			500,000	540,000		1		540,000					
	General Trade & Tie			500,000	500,000		1		500,000					
	Interior Finish & Floor			500,000	500,000		1		500,000					
	Iron Work			500,000	500,000		1		500,000					
	Paint			500,000	500,000		1		500,000					
	Plumbing			500,000	500,000		1		500,000					
	Roofing			500,000	500,000		1		500,000					
	Structural Steel			500,000	500,000		1		500,000					
	Thermal Insulation			500,000	500,000		1		500,000					
	Window Installation			500,000	500,000		1		500,000					
	Welding			500,000	500,000		1		500,000					
	Wiring			500,000	500,000		1		500,000					
	Yard Work			500,000	500,000		1		500,000					
	Other			500,000	500,000		1		500,000					
	Subtotal			5,000,000	5,000,000				5,000,000					

3.3 - Option 3
Design-Build (D-B):

Design-Build
Total Cost Proposal Form
Connecticut Department of Administrative Services (CT DAS)
Connecticut Division of Construction Services (CT DCS)

This Total Cost Proposal Form must completely filled out be submitted in a **SEALED ENVELOPE**, (See D-B RFP Volume 1, Section **00 24 19.1** Project Scope, Proposal Submittal Requirements, Evaluation, And Selection Procedures) and delivered to **State Office Building, Division of Construction Services, Office of Design & Construction, Process Management Unit - Room 437, 165 Capitol Avenue, Hartford, Connecticut 06106** prior **1:00 P.M.** by the designated Due Date stated in the D-B RFP and thereafter publicly opened and read aloud in Room No. G-32 as stated in subsection 3.0 - Proposed Key Milestone Schedule in D-B RFP Volume 1, **Section 00 24 19.1** Project Scope, Proposal Submittal Requirements, Evaluation, And Selection Procedures of this RFP.

Project Number: _____

Project Name: _____

Project Location: _____

The Proposer, named _____ and hereinafter referred to as "the Proposer", with a principal place of business at _____

is a(n)* _____

existing under the laws of the State of _____, and proposes to do business as _____

with the State of Connecticut, hereinafter referred to as "the State".
(* Corporation, partnership, joint venture, individual, etc.)

Section 00 24 19.01 Project Scope, Proposal Submittal Requirements, Evaluation, And Selection Procedures

1.0 Acknowledgements:

I (We) acknowledge and agree to the following:

1.1 General:

In accordance with CGS § 24(b) and the requirements of Request For Proposals (D-B) for the above referenced Project, I (We) propose to furnish the labor and/or materials, installed as required for the project named and numbered on this D-B Total Cost Proposal Form, submitted herein, furnishing all necessary, all design services, equipment, machinery, tools, labor and other means of construction, and all materials specified in the manner and at the time prescribed strictly in accordance with the provisions of all of the requirements of the Contract Documents including, but not limited to, the Request For Proposals (D-B), including but not limited to, Sections **00 24 19.1 Project Scope, Proposal Submittal requirements, Evaluation and Selection Procedures D-B, 00 53 D-B Agreement, 00 73 43 General Conditions D-B, Division 01 General Requirements (D-B Capital Projects)**, specifications and/or drawings together with all addenda issued and received prior to the scheduled closing time for the receipt of the Proposals and in conformity with requirements of the Awarding Authority and any laws or Departmental regulations of the State of Connecticut or of the United States which may affect the same, for and in consideration of the price(s) stated on this said Total Cost Proposal Form. For the purposes of this Form the terms "Contractor", "Bidder", or "Proposer" shall mean "Design-Builder".

1.2 Total Cost Proposal Form:

The Proposer Lump Sum Total Cost Proposal submitted on the Total Cost Proposal Form includes all work indicated in the Contract Documents, and Request For Proposals (D-B) **without any exceptions, clarifications, or exclusions. Submission of any exceptions, clarifications and/or exclusions may result in the Design-Builder's Proposal being deemed Not Responsive.**

- 1.3 Total Cost Proposal Worksheet:**
To complete and submit **00 43 53.1 Total Cost Proposal Worksheet D-B** with this Total Cost Proposal Form and failure to comply with any portion of this requirement will be cause for rejection of your Proposal.
- 1.4 Request for Proposal (RFP) Compliance:**
That the Proposer is in compliance with the "Request for Proposal (D-B)" for the above Project and has examined all of the Contract Documents, all supplementary documents and addenda, and understands the availability of materials, labor and other resources, and hereby proposes to furnish all design services, labor and other resources, materials, equipment and all other aspects required for the project in accordance with the proposal documents of which this form is a part.
- 1.5 Selection Interview Participation:**
To make one or more presentations to a Award/Selection Panel.
- 1.6 Provide Additional Information:**
To provide, at any time, including but not limited to contract negotiations, when requested by the State, additional project cost information, and Design/Builder's financial statement data will be provided.
- 1.7 Hold Total Cost Proposal Price:**
To hold the Total Cost Proposal price for **ninety (90)** calendar days after the date of the CT DCS Conditional Selection Letter, and;
- 1.7.1** To hold the Total Cost Proposal price for any additional calendar days caused by any delays in receive Bond Funds and/or the Proposer's submittal of supplemental and supporting documents and required by, but not limited to, the Connecticut Department Of Administrative Services, Division of Construction Services, Connecticut Department Of Labor, Connecticut Commission on Human Rights and Opportunities, and Connecticut Office of the Attorney General.
- 1.7.2** The Proposer and the State may mutually agree to further extensions of additional time, and;
- 1.7.3** The Conditionally Selected Proposer is required to submit all supplemental and supporting submittal documents as by the State of Connecticut and; if there are any delays in the receipt of a supplemental and supporting submittal documents then the Total Cost Proposal price shall remain valid for the same additional number of calendar days as the delay. Example: If a supplemental and supporting document is submitted **four (4)** calendar days later; then the Total Cost Proposal price shall remain valid for **ninety-four (94)** calendar days.
- 1.8 Proposal Submittal Document Schedule:**
To provide all of the Proposal Submittal Documents listed in the "**Proposal Document Submittal Schedule**" of this Total Cost Proposal Form within the stipulated calendar days.
- 1.9 Connecticut Freedom of Information Act ("FOIA"):**
The Proposer understands that due regard will be given for the protection of proprietary or confidential information contained in all proposals received. However, Proposers should be aware that all materials associated with the procurement are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all rules, regulations and interpretations resulting therein will not be sufficient for Proposers to merely state generally that the proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages, or sections that a Proposer believes to be exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with Section 1-19 (b) of the FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Proposer that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above cited statute.
- 1.10 Commencement and Progress of the Work: (Section 00 52 53 Design-Build Agreement)**
The Design Builder agrees that they shall commence Work for the Design & Construction of this Project on the Project Start Date indicated in a written "Notice Proceed" issued by the Commissioner or the authorized representative and continue for **Six Hundred and Eight, (608)** Calendar days to **Substantial Completion**.
- 1.11 Liquidated Damages – Substantial Completion: (Section 00 52 53 Design-Build Agreement)**
The Proposer will accept an assessment of liquidated damages in the amount of **(\$3,417.00), Three Thousand Four Hundred and Seventeen Dollars** per day for each Calendar Day beyond established Substantial Completion Date that the Design-Builder fails to achieve Substantial Completion.

1.12 Liquidated Damages – Post Substantial Completion: (Section 00 52 53 Design-Build Agreement)
The Proposer will accept an assessment of liquidated damages in the amount of **(\$1,353.00)**, **One Thousand Three Hundred and Fifty-three Dollars** per day for each Calendar Day beyond the **ninety (90)** Calendars Days of the established Substantial Completion Date that the Design-Builder fails to complete all of the Work required of the Acceptance of the Work.

1.13 Addenda / Addendum:

The Design/Builder states that this Proposal includes _____ Addenda / Addendum.

1.14 Objective Criteria for Evaluating Proposers:

All Proposals must meet the requirements of **Section 00 24 19.1 Project Scope, Proposal Submittals, Evaluation And Selection Procedures D-B** for the D-B Sealed Total Cost Proposal Components in addition to the requirements of Section 00 24 19.1 Project Scope, Proposal Submittals, Evaluation And Selection Procedures for the D-B Sealed Total Cost Proposal Components.

1.15 Nondiscrimination and Labor Recruitment:

I (we) agree that the Contract awarded for this project shall be subject to Executive Orders No. Three & Seventeen, promulgated June 16, 1971 and February 15, 1973, respectively, and to the Guidelines and Rules of the State Labor Commissioner implementing Executive Order No. Three and further agree to submit reports of Compliance Staffing on Labor Department Form E.O. 3-1, when and as requested.

1.15.1 Executive Order No. Three is superseded by the Connecticut General Statutes 4a-60 and 4a-60a and the Commission on Human Rights Regulations (CHRO), section 46a-68j-21 through 46a-68j. The CHRO Regulations are available at the CHRO Website: www.ct.gov/chro/ and Phone: 860.541.3400.

1.16 Confidentiality of Documents:

1.16.1 The undersigned agrees that if not selected as the Design-Builder for this project, all plans and specifications in their possession for the project shall be destroyed.

1.16.2 The undersigned agrees that if selected as the Design-Builder for this project:

.1 The plans and specifications shall not be disseminated to anyone except for construction of this project.

.2 The following provision shall be included in all of its contracts with professional design consultants, design sub-consultants, contractors, and subcontractors.

“Any and all drawings, specifications, maps, reports, records or other documents associated with the contract shall only be utilized to the extent necessary for the performance of the work and duties under this Agreement. Said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the Work described in this Agreement. No other disclosure shall be permitted without the prior written consent of the Division of Construction Services. When any such drawings, specifications, maps, reports, records or other documents are no longer needed, they shall be destroyed.”

.3 Upon completion of the construction and the issuance of a certificate of occupancy, the plans, and specifications shall be returned to the Division of Construction Services, or destroyed, or retained in a secure location and not released to anyone without first obtaining the permission of the Division of Construction Services.

2.0 Department of Administrative Services (DAS) Pre-Qualification Certificates and Update Statements: The DAS Contractor Prequalification Program (C.G.S §4a-100) requires all **Contractors** (D-B Proposers) to apply on-line for a CT-DAS Pre-qualification Certificate and the CT - DAS Update Statement (as applicable) and to submit a hardcopy of the CT-DAS Pre-qualification Certificate and the CT - DAS Update Statement (as applicable) for the Design-Builder with their Section 00 42 53 D-B Cost Proposal Form for the CT DAS Contractor Classification for this Project as shown below: For more Information about DAS Prequalification submittal requirements see Section 00 24 19.1 of this D-B RFP.

CT DAS Contractor Classification: General Building Construction (Group)

2.1 Named Subcontractor - CT DAS Pre-qualification Certificate and Update Statement: In accordance with CGS § 4a-100 a **Named Subcontractor** is **Substantial Subcontractor** when a person performs work with a value in excess of **five hundred thousand dollars (\$500,000)** for a Contractor (Design-Builder) pursuant to a contract for work for the state which is estimated to cost more than **five hundred thousand dollars (\$500,000)**.

- 2.1.2** The Design-Builder's Named Subcontractors that are Substantial Subcontractors apply on-line for a CT-DAS Pre-qualification Certificate and the CT - DAS Update Statement (as applicable) and submit a hardcopy of the CT-DAS Pre-qualification Certificate and the CT - DAS Update Statement (as applicable) for the Design-Builder with their Section 00 42 53 D-B Cost Proposal Form for the CT DAS Contractor Classification for this Project as shown above: For more Information about DAS Prequalification submittal requirements see Section 00 24 19.1 of this D-B RFP.
- 2.2 Connecticut Major Contractor's License:** For all CT DCS projects designated **CT DAS Contractor Classification Group A, Group B, or Group C** or **Projects That Exceed Threshold Limits of C.G.S §29-276b** the D-B Proposer must submit a **Connecticut Major Contractor's License** issued by the Connecticut Department of Consumer Protection with the **Section 00 42 53** CMR Cost Proposal Form.
- 3.0 State of Connecticut Prevailing Wage Rates:**
- 3.1. Prevailing Wage Rates: (CGS 31-53):** The Commissioner of CT Department Of Labor (DOL) shall determine the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of such employee to any employee welfare fund, as defined in subsection §31-53, in each locality where any such public work is to be constructed. The Prevailing Wage Rates are for the duration this Project's Contract Time and are in Section 00 43 23.1 Prevailing Wage Rates - (D-B) of this D-B-RFP.
- 12.1.2 Annual Adjustments To Wage Rates (CGS §31-55a):** In accordance with CGS §31-55a, as amended, each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor. **Annual adjusted Prevailing Wage Rates will not be considered a matter for a Agreement Amendment with CT DCS.**
- 4.0 Federal Executive Order No. 11246 (as amended) - Equal Employment Opportunity (EEO) and Nondiscrimination in Employment by Government Contractors and Subcontractors:**
During the performance of this contract the Proposer and their General Contractor and Subcontractors agree to comply with all of the requirements of Federal Executive Order No. 11246 (as amended). See the U.S. Department of Labor Website for more information: www.dol.gov/.
- 5.0 Insurance:**
The limits of liability for the Insurance required for this project shall be as required by Article 9, Indemnity and Insurance of Section **00 52 53 Design-Build Agreement** (See Section 00 50 00 Contracting forms & Supplements).**5.1 Additional Insurance Requirements:** In addition to the insurance required by Section **00 52 53 Design-Build Agreement** the Proposer shall provide the following insurance for this project:
- 5.1.1 Commercial General Liability – XCU:** For Explosion, Collapse, and Underground Damage.
- 6.0 Connecticut Set-Aside Program Requirements:**
In accordance with the requirements of CGS § 4a-60g, (f) the Design/Builder for this project shall comply with the following requirements:
- 6.1** The Proposer for this Project shall award not less than **(25%)** of the total Contract Price to contractors who are certified and eligible to participate in the State of Connecticut's "Small Contractor's" set-aside program, including **(25%)** of this amount (or **6.25%** of the total Contract Price to be awarded to certified and eligible "Minority Businesses Enterprises" (MBE).
- 6.2** This requirement must be met even if the Proposer is certified and eligible to participate in the Small Business Set-Aside Program. For more information see the CT CHRO Website: www.ct.gov/chro/.
- 6.3** The Proposer shall also submit DAS Prequalification and Update Statements, with the DAS Construction Classification as stated in paragraph 2.1 of **Section 00 42 53 Total Cost Proposal Form** for all "Named Subcontractors" that are "Substantial" subcontractors whose subcontract exceeds five hundred thousand dollars (\$500,000).
- 6.4 Design-Build Projects:**
In accordance with the requirements of CT CHRO:
"When projects are design/build (or similar as in multi-phase contracts) where subcontractors are solicited for bids at different stages of the project, Contractors must file a CHRO Affirmative Action Plan (AAP) Format by week, month, or quarter (as determined by CHRO) listing all S/M/W/DBE's subcontractors with whom contracts have been signed during that period. These reports must be filed until the Contractor has provided evidence that the set-aside requirements for the project have been met." For more information see the CT CHRO Website: www.ct.gov/chro/.

7.0 Design/Builder's Contractor and Subcontractor Qualification Questionnaires:
 The Proposer shall complete and submit a **00 45 16.1 Contractor Qualification Questionnaire D-B** and submit **00 45 17.1 Named Subcontractor's Qualification Questionnaires D-B** for each Named Subcontractor listed in this Total Cost Proposal Form and as required by **00 24 19.1 Project Scope, Proposal Submittal Requirements, Evaluation And Selection Procedure D-B.**

7.1 All of the required D-B Qualification Questionnaires will be considered as part of your Total Cost Proposal Form and failure to comply with any portion of this requirement will be cause for rejection of your Proposal.

7.2 Information in regards to the submittal Design/Builder's General Contractor and Named Subcontractor Qualifications Questionnaires is made part of this Total Cost Proposal Form. **Note:** Individual Technical Specification Sections from the RFP may contain Contractor and/or Named Subcontractor Qualification requirements that exceed those in **Section 00 45 13.1 Objective Criteria For Evaluating Qualifications of Proposers D-B.**

8.0 Total Cost Proposal Form Submittal:
 This Total Cost Proposal Form is submitted and in compliance with the foregoing and following conditions and/or information:

8.1 Instructions To Proposers and Objective Criteria for Evaluating Qualifications of Proposers:
 All Total Cost Proposals shall also be subject to provisions of **Section 00 21 16.1 Notice To Proposers D-B** and **Section 00 45 13.1 Objective Criteria for Evaluating Qualifications of Proposers D-B** for the purpose of award; and consideration shall be given only to Proposals submitted by qualified and responsible Proposers.

8.2 Total Cost Proposals Are Not Transferable:
 The Proposer agrees that Total Cost Proposals are not transferable to other proposers and must be submitted in the same name as used on the proposer's professional credentials, business credentials, insurance requirements, affidavits, and certifications, and requalification statements.

9.0 Total Cost Proposal:
 Written Amount _____ Dollars

Figure Amount \$

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(Place Figure Amount in Appropriate Boxes.)

Discrepancies: In the event of any discrepancy between the amount written in words and the amount written in numerical figures, the amount written in words shall be controlling.

9.1 Discrepancies:
 In the event of any discrepancy between the amount written in words and the amount written in numerical figures, the amount written in words shall be controlling.

10.0 Named Subcontractors:
 List the names and prices of the Named Subcontractor that will perform the work of the trades listed in Schedule 10.0. Any Named Subcontractor as listed in schedule 10.0 of this Total Cost Proposal Form is required to complete **Section 00 45 17.1 D-B Named Subcontractor's Qualification Questionnaires** for each Named Subcontractor listed. All Named Subcontractors required to be listed on Schedule 10.0 shall be required to submit CT DAS Pre-qualification Certificate and Update Statements for each Named Subcontractor that corresponds to the CT DAS General Building Construction Classification stated in paragraph 2.1 of this Total Cost Proposal Form with their Named Subcontractor's Qualification Questionnaires D-B. This information will be considered as part of your Total Cost proposal Form and failure to comply with any portion of this requirement will be cause to reject your Proposal.

10.0 Named Subcontractors (Continued):

Schedule 10.1 – Named Subcontractors				
(Note: Failure To Properly Complete All Sections Of This Schedule 10.0 Shall Result In Rejection Of The Proposal.)				
The Design-Builder shall indicate the subcontractor name and contract value for the largest single subcontractor in each named subtrade.				
Class of Work Descriptions	Name of Subcontractor	Amount Dollars	Labor & Material Payment Bond	Performance Bond
1. Masonry		\$ _____	_____ %	_____ %
2. Electrical		\$ _____	_____ %	_____ %
3. HVAC		\$ _____	_____ %	_____ %
4. Mechanical* <i>*(except HVAC)</i>		\$ _____	_____ %	_____ %
Other Class Of Work Descriptions	Name of Subcontractor	Amount Dollars	Labor & Material Payment Bond	Performance Bond
5. _____		\$ _____	_____ %	_____ %
6. _____		\$ _____	_____ %	_____ %
7. _____		\$ _____	_____ %	_____ %
8. _____		\$ _____	_____ %	_____ %

11.0 DB Proposal Statements:

11.1 Non-collusion Statement:

I (we), the undersigned, hereby declare that I am (we are) the only person(s) interested in the Proposal and that it is made without any connection with any other person making any Proposal for the same work. No person acting for, or employed by, the State of Connecticut is directly or indirectly interested in this Proposal, or in any Contract which may be made under it, or in expected profits to arise therefrom. This Proposal is made without directly or indirectly influencing or attempting to influence any other person or corporation to submit a Proposal or refrain from submitting a Proposal or to influence the amount of the Proposal of any other person or corporation. This Proposal is made in good faith without collusion or connection with any other person submitting a Proposal for the same work and this proposal is made with distinct reference and relation to the Request for Proposals prepared for this Contract. I (we) further declare that in regard to the conditions affecting the Work to be done and the design, labor and materials needed, this Proposal is based solely on my (our) own investigation and research and not in reliance upon any representations of any employee, officer or agent of the State.

11.2 Evaluation Methodology Acceptance Statement:

The DB Proposer's submission of their Design-Build "Qualitative Components" and "Sealed Total Cost Components" Proposals in response to this D-B RFP indicates the Proposer's acceptance of the State's Evaluation Methodology set fourth in this DB RFP and the recognition that the subjective judgments must be made by the State during the evaluation process and in its final selection. By submitting this Total Cost Proposal, I (we), the undersigned, hereby declare that I am (we are), has accepted the CT DCS Evaluation Methodology.

Name of Proposer: _____ (Name) _____ (Date)

***Proposer's Signature:** _____ (Signature) **Title:** _____ (Title)

** Attach corporate resolution or power of attorney, if appropriate.*

Proposer's Address: _____

(City)

(State)

(Zip Code)

12.0 Connecticut Major Contractor's License:

For all CT DCS projects designated CT DAS General Building Construction Classification Group A, Group B or Group C the Proposer must submit a Connecticut Major Contractor's License issued by the Connecticut Department of Consumer Protection for their General Contractor and all Named Subcontractors with this Total Cost Proposal Form.

13.0 Proposer Information:

Firm Federal Employer Identification Number: _____

Firm CT Tax Registration Number: _____

Firm Address: _____

(Street)

(City/Town)

(State)

(Zip Code)

Telephone Number: _____

FAX Number: _____

Email Address: _____

Type of Business Entity (check one):

- Corporation
- Limited Liability Corporation (LLC)
- Partnership
- Sole Proprietor

Corporate Seal
 (If a Corporation)



Doing Business As (d/b/a)?
 If yes, provide complete name **below:**

Provide Exact Wording on Corporate Seal **below:**

This Proposal submission is **only** for Design-Builder's who are currently have the DAS following **Certification:**

CT DAS Contractor Classification: General Building Construction (Group C)

The Conditionally Selected Proposer shall submit all supporting documents within the calendar day time limits noted in the "Proposal Document Submittal Schedule" of this Total Cost Proposal Form. If there are any delays in the receipt of these materials then the Proposal shall remain valid for the same additional number of calendar days. For example, since, the Conditionally Selected Proposer shall be required to hold their Proposal price for ninety (90) calendar days and any extensions caused by the Proposer's delays in required submissions, if materials are submitted four (4) days later; then the Proposal shall remain valid for ninety-four (94) days.

14.0 Proposal Document Submittal Schedule:

14.1 Documents To Be Either Submitted With This Total Cost Proposal Form – (D-B) And/Or Uploaded to the DAS Website:

Failure to Submit or Upload any of the **Items Numbered 1 through 7** shall cause rejection of the Design Builder's **Sealed Total Cost Proposal Components** and shall not be considered a minor irregularity.

Item No.:	Document Number	Document Name / Description	This Column For State Use Only
1.0	00 42 53.1	Total Cost Proposal Worksheet (Design-Build)	<input type="checkbox"/>
2.0	00 45 16.1	Contractor Qualification Questionnaire - DB	<input type="checkbox"/>
3.0	00 45 17.1	Named Subcontractor's Qualification Questionnaire - DB	<input type="checkbox"/>
4.0	—	DAS Pre-qualification Certificate (Contractor and Named Subcontractors (That are classified as "Substantial Subcontractors") See www.das.state.ct.us for required form(s).	<input type="checkbox"/>
5.0	—	DAS Update Statement(s) See www.das.state.ct.us for required form(s).	<input type="checkbox"/>
6.0	—	Connecticut Major Contractor's License For Projects designated in Section 00 24 19.1, Project Scope, Proposal Submittal Requirements, Evaluation And Selection Procedures D-B, of this D-B RFP as "Exceeding the Threshold Limits" must meet C.G.S §20-341gg Registration of Major Contractors. See Article 1 of Section 00 21 16.1 Instructions To Proposers (D-B).	<input type="checkbox"/>
7.0	—	Ethics Affidavit (Regarding State Ethics) (New July 1, 2005) Upload the following to the DAS Website prior to, or at the time of Proposal Submittal, See www.das.state.ct.us for required form(s).	<input type="checkbox"/>
8.0	—	Gift and Campaign Contribution Certification Upload the following to the DAS Website prior to, or at the time of Proposal Submittal. See www.das.state.ct.us for required form(s).	<input type="checkbox"/>
9.0	—	Connecticut Major Contractor's License For all CT DCS projects designated CT DAS Contractor Classification Group A, Group B, or Group C or Projects That Exceed Threshold Limits of C.G.S §29-276b the D-B Proposer must submit a Connecticut Major Contractor's License issued by the Connecticut Department of Consumer Protection with the Section 00 42 53 CMR Cost Proposal Form. See Article 1 of Section 00 21 16.1 Instructions To Proposers (D-B) for specific requirements.	<input type="checkbox"/>
10.0	—	Office of Policy and Management (OPM) Form 7 - Iran Certification: This form must always be submitted with the D-B Proposal. See Article 2 of Section 00 21 16.1 Instructions To Proposers (D-B) for specific requirements.	<input type="checkbox"/>
11.0	00 40 14	Certificate (of Authority) See www.ct.gov/dcs for required form.	<input type="checkbox"/>

15.0 CT DCS Conditional Selection Letter Document Submittals:

The Conditionally Selected Design-Builder shall be notified in a "Conditional Selection Letter" of additional Submittal Requirements. The Conditional Selection Letter shall also notify the Design-Builder of certain affidavits and certifications require to be provided to CT DCS at the time the D-B Agreement is executed.

End
Section 00 42 53
Total Cost Proposal Form - Db

Design – Build Instructions To Proposers

00 21 16.1 Instructions To Proposers:

For the purposes of this section the terms “Contractor”, “Bidder”, or “Proposer” shall mean “Design-Builder and the term “Bid” shall mean “Proposal”. All Proposals must meet the requirements of this **Section 00 21 16.1 Instructions To Proposers D-B, Section 00 45 15.1 Objective Criteria For Evaluating Qualifications of Proposers D-B** in addition to the all requirements of **Section 00 24 19.1 Project Scope, Proposal Submittals, Evaluation And Selection Procedures D-B** and all of the requirements the D-B Request for Proposals (RFP) for this project.

Article 1 Sealed Total Cost Proposals Requirements and Rejection of Proposals:

1.1 Sealed Total Cost Proposals Components:

The Sealed Total Cost Proposals shall be for the complete design and construction work as specified in all of the Volumes of the D-B Request For Proposals for this Project and shall include the names of the any subcontractors for the four (4) classes of work as specified in subsection (a) of C.S.G. § 4b-93 for **Masonry, Electrical, HVAC, and Mechanical (except HVAC)** as amended, and for each other class of work for which the awarding authority has required a separate section pursuant to said subsection and the dollar amounts of their subcontracts, and the proposer shall be selected on the basis of such Sealed Total Cost Proposals. It shall be presumed that the proposer intends to perform with its own employees all work in such four classes and such other classes, for which no subcontractor is named. The Proposer's qualifications for performing such work shall be subject to review under C.S.G. § 4b-24(4), as amended. The awarding authority may require the Proposer to replace a Named Subcontractor whenever the awarding authority determines in their sole discretion that such replacement is in the best interest of the State.

1.2 Design/Builder's Contractor and Subcontractor Qualification Questionnaires:

The Proposer shall complete and submit a **00 45 16.1 Contractor Qualification Questionnaire D-B** and submit **00 45 17.1 Named Subcontractor's Qualification Questionnaires D-B** for each Named Subcontractor listed in this Total Cost Proposal Form and as required by **00 24 19.1 Project Scope, Proposal Submittal Requirements, Evaluation And Selection Procedure D-B**.

1.2.1 All of the required D-B Qualification Questionnaires will be considered as part of your Total Cost Proposal Form and failure to comply with any portion of this requirement will be cause for rejection of your Proposal.

1.2.2 Information in regards to the submittal Design/Builder's General Contractor and Named Subcontractor Qualifications Questionnaires is made part of this Total Cost Proposal Form. **Note:** Individual Technical Specification Sections from the RFP may contain Contractor and/or Named Subcontractor Qualification requirements that exceed those in **Section 00 21 19.1 Objective Criteria For Evaluating Qualifications of Proposers D-B**.

1.3 Contractor and Named Subcontractor CT - DAS Pre-qualification Certificate and Update Statement:

The Design-Builder shall apply on-line for a CT-DAS Pre-qualification Certificate and the CT - DAS Update Statement (as applicable) and must submit a hardcopy of the CT-DAS Pre-qualification Certificate and the CT - DAS Update Statement (as applicable) for their Contractor and each Named Subcontractor (that performs the work classified as a Substantial Subcontractor) for **Masonry, Electrical, HVAC, and Mechanical (except HVAC)** with their Sealed Total Cost Proposal Components for the DAS General Building Construction Classification as stated in the **00 42 53 Total Cost Proposal Form D-B**.

1.3.1 Website Link: For guidance on the various **DAS Pre-qualification Certificate and Update Statement** submittal requirements visit the CT-DAS Website: <http://das.ct.gov>

1.4 Substantial Subcontractor CT - DAS Pre-qualification Certificate and Update Statement:

In accordance with CGS § 4a-100 a Substantial Subcontractor is a person who performs work with a value in excess of **five hundred thousand dollars (\$500,000)** for a contractor pursuant

to a contract for work for the state which is estimated to cost more than **five hundred thousand dollars (\$500,000)**.

- 1.4.1 Substantial Subcontractor:** The awarding authority may require the proposer's to replace a Substantial Subcontractor whenever the awarding authority determines in their sole discretion that such replacement is in the best interest of the State.
- 1.5 Connecticut Major Contractor's License:** For all CT DCS projects designated CT DAS Contractor Classification Group A, Group B, or Group C the CMR Proposer must submit a **Connecticut Major Contractor's License** issued by the Connecticut Department of Consumer Protection with the **Section 00 42 53 Total Cost Proposal Form D-B**.
- 1.6 Projects That Exceed Threshold Limits C.G.S §29-276b:**
Projects designated in **Section 00 24 19.1, Project Scope, Proposal Submittal Requirements, Evaluation And Selection Procedures D-B**, of this D-B RFP as "Exceeding the Threshold Limits" must meet the requirements of **C.G.S §20-341gg Registration of Major Contractors:**
- 1.6.1** Any person engaged in the business of construction, structural repair, structural alteration, dismantling or demolition of a structure or addition that exceeds the threshold limits provided in C.G.S §29-276b, or any person who, under the direction of a general contractor, performs or offers to perform any work that impacts upon the structural integrity of a structure or addition, including repair, alteration, dismantling or demolition of a structure or addition that exceeds the threshold limits shall engage in or offer to perform the work of a Major Contractor unless such person has first obtained a license or certificate of registration from the Department of Consumer Protection. Individuals licensed under the requirements of **C.G.S §20-341gg 'Registration of Major Contractors'**. The Department of Consumer Protection shall issue a certificate of registration to any person who is prequalified pursuant to section 4a-100 who applies for registration in accordance with this section.
- 1.6.2** The contractor and all subcontractors that engage in work that impacts upon the structural integrity of a structure or addition must register as a **Major Contractor** with the Department Of Consumer Protection and obtain a **Major Contractor License** issued by the Department Of Consumer Protection prior to the D-B Proposal Due Date/Time for this Design- Build Project.
- 1.6.3** For further information visit the Department Of Consumer Protection Website: www.dcp.state.ct.us.
- 1.7 Conditional Or Obscure Sealed Total Cost Proposal Components and Submittal of the DAS Prequalification Certificate and Update Statement:** Every proposal which is conditional or obscure, or which is not accompanied by a Department of Administrative Services Prequalification Certificate and Update Statement, or which contains any addition not called for, shall be invalid, and the awarding authority shall reject every such proposal. The awarding authority shall be authorized to waive minor irregularities which they considers it in the best interest of the State, provided the reasons for any such waiver are stated in writing by the awarding authority and made a part of the contract file. No such proposal 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 **Section 00 42 53 Total Cost Proposal Form D-B** and **Section 00 42 53.1 Total Cost Proposal Worksheet D-B** as furnished by the awarding authority, but this sentence shall not be applicable to any failure to furnish prices or information required by CSG § 4b-95, as revised, or to be furnished in the **Total Cost Proposal Form D-B** provided by the awarding authority or the requirements of the sealed **Total Cost Proposal Components** of the D-B RFP for this Project.
- 1.7.1** No person who's **Subcontract** exceeds five hundred thousand dollars in value may perform work as a Subcontractor on a project *estimated* to cost more than five hundred thousand dollars, unless the person is **prequalified** in accordance with C.G.S. § 4a-100, as amended by **Public Act 06-134**.
- 1.8 Publicly Opened Sealed Total Cost Proposals:**

Sealed Total Cost Proposals shall be publicly opened and read by the awarding authority. The awarding authority may require in the bid form that the contractor agree to perform a stated, minimum percentage of work with its own forces. The awarding authority may also require the proposer's contractor to set aside a portion of the contract for subcontractors who are eligible for set-aside contracts. No Proposal shall be rejected (1) because of error in setting forth the name of a subcontractor as long as the subcontractor or subcontractors designated are clearly identifiable. Failure to correctly state a **subcontractor's price** shall be cause for rejection of the bid.

1.9 Substitution of a Subcontractor for One Named:

The awarding authority shall not permit substitution of a subcontractor for one named in **00 42 53 Total Cost Proposal Form D-B** and in accordance with the provisions of said C.S.G. §4b-95 for subcontractors, or substitution of a subcontractor for any designated sub-trade work bid to be performed by the 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 contractor's:

- 1.7.1** Death or physical disability, if the listed subcontractor is an individual;
- 1.7.2** Dissolution, if a corporation or partnership;
- 1.7.3** Bankruptcy;
- 1.7.4** Inability to furnish any performance and payment bond shown on the bid form;
- 1.7.5** Inability to obtain, or loss of, a license necessary for the performance of the particular category of work;
- 1.7.6** Failure or inability to comply with a requirement of law applicable to contractors, subcontractors, or construction, alteration, or repair projects;
- 1.7.7** Failure to perform its agreement to execute a subcontract under C.S.G. § 4b-96 of the, as revised.

1.10 Total Cost Proposal Amount:

The Total Cost Proposal amount shall be the Total Contract Price set forth in the space provided on **00 42 53 Total Cost Proposal Form D-B**. No Proposal shall be rejected because of error in setting forth the name of a subcontractor as long as the proposer's subcontractor or subcontractors designated are clearly identifiable. Failure to correctly state a subcontractor's price shall be cause for rejection of the Proposal.

1.11 Prevailing Wage Rates and Annual Adjustments to Prevailing Wage Rates:

Each proposer's contractor who is awarded a Contract shall be subject to provisions of the C.S.G. §31-53 Prevailing Wages Rates and annual adjustment of prevailing wage rates C.G.S. §31-55a. See Article 12, CT Department Of Labor (DOL) Public Contract Requirements of this Section 00 21 16.1 of the D-B RFP.

1.12 Disqualification from Submitting Proposals:

Any Proposer's contractor who violates any provision of said C.S.G § 4b-95 may be **disqualified** from submitting proposals or bidding on other contracts or agreement that are subject to the provisions of Chapter 60 of the Connecticut General Statutes, as revised, for a period not to exceed **twenty-four (24)** months, commencing from the date on which the violation is discovered, for each violation. The awarding authority shall periodically review the Proposer's contractor's subcontracts to insure compliance with such provisions, and shall after each such review prepare a written report setting forth his findings and conclusions.

1.13 Submission of Proposals:

Proposals shall be submitted to the location and within deadline indicated in this D-B RFP or in any addendum. Delays in the timely receipt of the proposal caused by the United States Postal Service or the CT DCS Mail System, independent carriers, acts of God, or any other cause shall not excuse late receipt of the proposal. CT DCS shall return unopened any proposal received after the deadline specified in this D-B RFP or in any addendum.

- 1.13.1** All Proposals shall be submitted only on CT DCS Proposal Form(s) furnished and under sealed cover. All Proposals shall be identified plainly as a Proposal for the project being proposed, and shall be addressed as directed in this D-B RFP. Proposals not properly submitted, addressed and sealed and be deemed not responsive by CT DCS. Any **Total Cost Proposal Form D-B** omitting or adding items, altering the Form,

containing conditional or alternative bids, exceptions, clarifications or without the original signature of the Proposer or its authorized representative, will be rejected.

- 1.13.2** Any proposal received after the scheduled closing time for the receipt of proposals will be returned to the Proposer unopened.

1.14 Withdrawal of Proposals:

Any proposal may be withdrawn at anytime but **only** by written request from the Proposer and presented to the CT DCS Chief Engineer, **prior** to the time of Proposal Due Date and Time for the project designated or identified project. The request to withdraw a proposal that is communicated orally, or by use of telegram, email, or telephone is **not** acceptable. The withdrawal of any proposal shall not forfeit the right of a proposer to submit a new proposal by time of Proposal Due Date and Time for the project designated or identified project.

1.15 CT DCS Proposal Forms:

Proposals shall be submitted only on the on CT DCS Proposal Form(s) furnished and under sealed cover furnished for the specific project. In no event will proposals or changes in proposals made by email, telephone, telegraph, facsimile, or other communication technology be considered. Any Proposal form omitting or adding items, altering the form, containing conditional or alternative proposals, or without the original signature of the proposer or its authorized representative, will be rejected.

1.16 Competitive Sealed Proposals and Bid Depository:

If more than one Proposal is offered by any individual or business entity or combination thereof, under the same or different names, all such Proposals may be rejected. All Proposers are hereby notified that any collusive agreement fixing prices to be bid so to control or affect the awarding of this contract may render void any contract awarded under such circumstances.

- 1.14.1** The Proposer, by act of submitting a Proposal, certifies that in the preparation of the Proposal, no bid was received by the Proposer from a bid depository, which depository, as to any portion of the work, prohibits, or imposes sanctions for, the obtaining by the proposer, or the submission to the proposer by a subcontractor or vendor or supplier of goods and services, of a bid outside the bid depository. The certification shall constitute a warranty, the falsity of which shall entitle the State of Connecticut to pursue any remedy authorized by law and shall include the right at the option of the State of Connecticut of declaring any contract made as a result thereof to be void.

1.17 Communications and Conduct:

In accordance with the requirements of "**The Regulations of Connecticut State Agencies (April 26, 2007)** §4b-24-3(a); Except for communications authorized by sections 4b-24-4 and 4b-24-7 of the Regulations of Connecticut State Agencies, no other communications shall occur between employees of the State of Connecticut, interview panel members or screening panel members with substantive information concerning the work for which proposals are being solicited under sections 4b-24(4) or 4b-91(g) of the Connecticut General Statutes, and any member of a design-build team or special legislation contractor, or anyone on behalf of such teams or contractors. Nothing in this section prohibits communication with regard to nonsubstantive communications, such as directions to the department to pick up construction plans or information about the hours the department is open.

1.18 Disclosure of Information (C.G.S. §4-61dd):

Each contract between a state or quasi-public agency and a large state contractor shall provide that, if an officer, employee, or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the contractor in **retaliation** for such employee's **disclosure** of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of **C.G.S. §4-61dd**, the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.

- 1.18.1** Each large state contractor shall post a **notice** of the provisions of Section 4-61dd relating to large state contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.
- 1.19 Agreement enforcement:**
It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the **laws of the State of Connecticut**.
- 1.20 Sovereign Immunity:**
Nothing in this Agreement shall be construed as a waiver or limitation upon the **State's sovereign immunity**. To the extent this Section is found to be inconsistent with any other part of this Agreement, this Section shall control. This Section of the Agreement shall survive the completion and/or termination of this Agreement.
- 1.21 Construction Safety And Health Course:**
Pursuant to Connecticut General Statutes Sec. 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by any political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars, shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a **course** of at least ten hours in duration in **construction safety and health** approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268.
- 1.22 Addenda:**
Proposers are responsible for **addenda** as noted in **Article 3** of these **Instructions to Proposers**. **Failure to acknowledge** all **addenda** in the space provided in **Section 00 42 53 Total Cost Proposal Form D-**) shall be cause for **rejection** of the Proposal.
- 1.23 Pre-award Submittals:** The Department of Construction Services *may* reject a bid as **non-responsive** *if* the Proposer does *not* make all required **pre-award submittals within** the time designated by the Department of Construction Services.
- 1.24 Mandatory Pre-Proposal Meeting:**
When a mandatory Pre-Proposal Meeting is required, then proposals submitted by Proposers who have not properly registered and attended the mandatory pre-proposal Meeting shall be rejected as non-responsive. All attendees of the pre-proposal conference will be required to register. Proper registration means that the proposer's representative has signed their name to the official roster and listed the name and address of the company they represent on the official roster no later than the designated start time of the pre-proposal conference. Proposers are advised to register early as no attendee will be allowed to register after the advertised start time of the pre-proposal conference.

Article 2 Affidavits, Certifications and Other Proposal Document Submittal Requirements:

- 2.1 Gift and Campaign Contribution Certification:**
In accordance with Executive Order 7C, and pursuant to Public Act 11-229, any principal or key personnel of the person, firm or corporation submitting a bid or proposal for a contract that has a value of **\$50,000** or more, shall be required to **either submit in writing with the Bid Proposal or electronically upload a Gift and Campaign Contribution Certification** prior to the time of the Bid Proposal submission. Please note that electronic uploading of the "Gift and Campaign Contribution Certification" is the preferred method for submission.
- Instructions on how to **electronically** upload the **Gift And Campaign Contribution Certification** "go to the CT DAS website www.das.ct.gov link, then click on the "State Procurement Marketplace" link and then click on the "**Business Friendly Initiatives**" link, and then click on "**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**".

Pursuant to C.G.S. § 4-252(d), and Public Act 11-229, any bidder or proposer that does not submit either a **signed hard copy** of the “Gift and Campaign Contribution Certification” with their “Bid Proposal Form” **or electronically uploads** the certification as required under this section shall be disqualified and **CT Division of Construction Services (DCS)** shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

Once uploaded, an updated **Gift and Campaign Contribution Certification** shall be **electronically uploaded** within **30 days** of any changes to the submitted information.

Annually, on or within two (2) weeks of the **anniversary** date of the execution of this contract, the Contractor shall **electronically upload** a completed **Annual Certification** with authorizing resolution. For the purposes of this paragraph, the execution date of the contract will be the date the Commissioner of **CT Department of Construction Services (DAS)** signs the contract

2.2 Affirmation of Receipt of State Ethics Laws Summary:

Pursuant to Section 37 of **Public Act 05-287**, when the **CT Division of Construction Services (DCS)** is seeking a contract for a large state construction or procurement contract having a cost of more than **\$500,000**, **CT Division of Construction Services (DCS)** shall inform all potential consultant and contractor firms. For a “**Guide to the Code of Ethics For Current or Potential State Contractors**” go the Office of State Ethics (OSE) website www.ct.gov/ethics, then click on the “**Forms**” link:

Pursuant to Public Act 11-229, **CT Division of Construction Services (DCS)** is also required to notify all potential consultant and contractor firms for a large state construction or procurement contract that they must **either submit in writing with the Total Cost Proposal Form or electronically upload** prior to the time of the **Total Cost Proposal** submission an “**Affirmation of Receipt of State Ethics Laws Summary**” affirming that their key employees have read and understand the summary and agree to comply with the provisions of state ethics law. Please note that electronic uploading of the “*Affirmation of Receipt of State Ethics Laws Summary*” is the preferred method for submission.

Instructions on how to electronically upload the “**Affirmation of Receipt of State Ethics Laws Summary (OPM Ethics Form 6)**” are available from the DAS website. For the “**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**” go to the DAS website www.das.ct.gov link, then click on the “**State Procurement Marketplace**” link and then click on the “**Business Friendly Initiatives**” link, then click on “**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**”.

Failure to provide this affidavit with the Bid Proposal shall result in **rejection** of the bid.

You must also add the following **note** regarding the more stringent **CT Division of Construction Services (DCS)** policy regarding gifts to the Ethics Summary prior to uploading the document:

Note re: CT Division of Construction Services (DCS) Policy:

The policy of the Connecticut Division of Construction Services (DCS) in regard to gifts or anything of value is more stringent than the State Ethic Code. Under the CT DCS policy, no employee of CT DCS can directly or indirectly solicit or accept anything of value; other than a cup of coffee or tea, or a bottle of soda or water; from any developer, contractor, consultant, vendor, realtor, or lessor, or any person or organization on their behalf, with who CT DCS has or may have a business relationship. Accordingly, any person, or contractor, consultant, or any other business doing business with or seek do business with CT DCS may not directly or indirectly give anything of value other than a cup of coffee or tea, or a can or bottle of soda or water, to an employee.

Furthermore, the successful bidder shall provide the **Summary of the State Ethics Laws**, to each **named subcontractor** and any other **subcontractor or subconsultant** with a contract valued over \$500,000 and obtain a **Subcontractor and Subconsultant State Ethics Affidavit** that the key personnel of the subcontractor have read, understand, and agree to comply with provisions of the state ethics laws. The successful bidder shall provide such subcontractor(s) affidavit to the Department of Construction Services.

2.3 Consulting Agreement Affidavit(of Authority):

A **Certificate (of Authority)** shall be submitted in **writing** (not electronically uploaded) with the Bid Proposal to DAS Procurement Services for contracts with a value of \$50,000 or more. For the **Certificate (of Authority)** go to the CT DCS Website www.ct.gov/dcs then clicking on “DCS Library”, and then click on the **00 40 14 Certificate (of Authority)** link under “Office Of Design Construction Index Of Forms & Publications”.

A **Consulting Agreement Affidavit** must be completed and **either submitted in writing with the Bid Proposal or electronically uploaded** prior to the time of the Bid Proposal submission for contracts with a value of \$50,000 or more. Please note that electronic uploading of the “Consulting Agreement Affidavit” is the preferred method for submission.

Instructions on how to electronically submit the “**Consulting Agreement Affidavit (OPM Ethics Form 5)**” are available from the DAS website, “Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online”: For the “**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**” is go to the CT DAS website www.das.ct.gov link, then click on the “**State Procurement Marketplace**” link and then click on the “**Business Friendly Initiatives**” link, then click on “**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**”.

Once uploaded, an updated **Consulting Agreement Affidavit** shall be **electronically uploaded** within **30 days** of any changes to the submitted information. Once uploaded, the Affidavit shall be updated and submitted as required by the Office of Policy and Management and the Connecticut Department of Administrative Services. For the purposes of this paragraph, the **execution date** of the contract will be the date the Commissioner of **CT Department of Administration** signs the contract.

In the event that a bidder or vendor *refuses* to submit the **Consulting Agreement Affidavit** required under Conn. Gen. Stat. § 4a-81, such bidder shall be *disqualified* and the award shall be made to the next lowest responsible qualified bidder or new bids or proposals shall be sought.

2.4 State Election Enforcement Commission (SEEC) Form 10 - Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations:

With regard to a State contract as defined in **P.A. 07-01** having a value in a calendar year of **\$50,000** or more or a combination or series of such **agreements** or **contracts** having a value of **\$100,000** or more, the **authorized signatory** to this **submission** in response to the State's solicitation expressly **acknowledges receipt** of, and must **submit in writing** to DAS Procurement Services with the Bid Proposal submission, the **State Election Enforcement Commission's Form 10 notice** advising prospective state contractors of the state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the **notice**.

To access **SEEC Form 10 - Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations** go to the SEEC website www.ct.gov/seec.

2.5 Office of Policy and Management (OPM) Form 7 - Iran Certification:

Large State Contract” means an agreement or a combination or series of agreements between a state agency and a person, firm or corporation, having a total value of more than five hundred thousand dollars **\$500,000** in a calendar or fiscal year a project for the construction, alteration or repair of any public building or public work.

“This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located. Entities whose principal place of business is located outside of the United States are required to complete the entire form, including the certification portion of the form. United States subsidiaries of foreign corporations are exempt from having to complete the certification portion of the form. Those entities whose principal place of business is located inside of the United States must also fill out the form, but do not have to complete the certification portion of the form.”

To access the **OPM Form 7 - Iran Certification** go to the OPM website link www.ct.gov/opm, and then click on the “**Ethics Affidavits**” lick.

2.6 Nondiscrimination Certification:

A nondiscrimination certification is required for all State contracts, regardless of type, term, cost or value. The **appropriate form** must be **either submitted in writing with the Bid Proposal or electronically uploaded** prior to the time of the Bid Proposal submission. Please note that electronic uploading of the “Nondiscrimination Certification” is the preferred method for submission.

Instructions on how to electronically submit the “**Nondiscrimination Certification**” are available from the DAS website, “Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online”: for the “**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**” go to the CT DAS website www.das.ct.gov link, then click on the “**State Procurement Marketplace**” link and then click on the “**Business Friendly Initiatives**” link, then click on “**Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)**”.

For a list of “**Nondiscrimination Certification Forms**” go to the **Office of Policy and Management (OPM) website** www.ct.gov/opm, then click on” **Nondiscrimination Certification**” under “**Featured Links**”.

2.7 Additional Affidavits & Certifications Requirements:

At the time a Proposer is notified of its “Conditional Selection” by CT DCS, may give further instructions regarding additional certificates, affidavits, and other information that must be submitted for the processing of its contract by CT DAS Legal Services.

Article 3 Addenda And Interpretations:

3.1 No interpretations of the meaning of the D-B RFP (plans, specifications, or other contract documents, etc.) will be made orally to any proposer. Every request for such interpretation should be in writing to the awarding authority and to be given consideration must be received at least **Fourteen (14)** calendar days prior to the due date for the proposal due date and time. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the D-B RFP which, if issued, will be mailed to all prospective Proposers (at the respective addresses furnished for such purposes) not later than **seven (7)** calendar days prior to the due date for the proposal due date and time.; failure of any proposer to receive any such addendum or interpretation shall not release any proposer from any obligations under its proposal as submitted, provided notice has been sent to the address furnished by such prospective proposer for the transmittal of notices, addenda and interpretations. It shall be the proposer's responsibility to make inquiry as to, and to obtain, the addenda issued, if any.

Article 4 Security For Faithful Performance

4.1 Performance Bond: Upon or prior to the execution of this Agreement, Design/Builder shall submit an executed payment and performance bond in the amount of 100% of the Contract Price, such bond to be provided by a surety approved by State.

4.1.1 Connecticut Health and Education Facilities Authority (CHEFA) Projects: For Project designates as CHEFA project (CF prefix to the DPW Project Number) the bonds shall include a “dual obligee rider” approved by the State as to form and substance, naming State as dual obligee along with the Connecticut Health and Education Facilities Authority (CHEFA).

4.2 Labor and Material Bond: Upon or prior to the execution of this Agreement, the Design/Builder shall submit a labor and material bond in the amount not less than 100 percent of the contract price which shall be binding upon the award of the contract to such bidder, with surety or sureties satisfactory to the Commissioner and as are authorized to transact business in this State, for the protection of persons supplying labor or materials in the prosecution of the work provided for in the contract for the use of each such person. Any such bond furnished shall have as principal the name of the successful bidder. This bond is to be furnished pursuant to CGS § 49-41 of the General Statutes of Connecticut, as revised.

- 4.3** Enforcement of Payment by the General Contractor to Subcontractor and by Subcontractor to their Subcontractors. Enforcement of Payment by General Contractors and Subcontractors shall be in accordance with the requirements of CGS § 49-41a to 49-43.

The following sections of the General Statutes of Connecticut, as revised, are inserted as information concerning this bond:

C.G.S. § 49-41a. Enforcement of payment by general contractor to subcontractor and by subcontractor to his subcontractors.

- (a) When any public work is awarded by a contract for which a payment bond is required by section 49-41, the contract for the public work shall contain the following provisions: (1) A requirement that the general contractor, within thirty days after payment to the contractor by the State or a municipality, 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 State or a municipality; (2) a requirement that the general 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* thirty days *after* such subcontractor receives a payment from the general contractor which encompasses labor or materials furnished by such subcontractor.
- (b) If payment is not made by the general contractor or any of its subcontractors in accordance with such requirements, the subcontractor shall set forth his claim against the general contractor and the subcontractor of a subcontractor shall set forth its claim against the subcontractor through notice by registered or certified mail. Ten days after the receipt of that notice, the general contractor shall be liable to its subcontractor, and the subcontractor shall be liable to its subcontractor, for interest on the amount due and owing at the rate of one percent per month. In addition, the general contractor, upon written demand of its subcontractor, or the subcontractor, upon written demand of its subcontractor, shall be required to place funds in the amount of the claim, plus interest of one per cent, in an interest-bearing escrow account in a bank in this State, provided the general contractor or subcontractor may refuse to place the funds in escrow on the grounds that the subcontractor has not substantially performed the work according to the terms of his or its employment. In the event that such general contractor or subcontractor refuses to place such funds in escrow, and the party making a claim against it under this section is found to have substantially performed its work in accordance with the terms of its employment in any arbitration or litigation to determine the validity of such claim, then such general contractor or subcontractor shall pay the attorney's fees of such party.
- (c) No payment may be withheld from a subcontractor for work performed because of a dispute between the general contractor and another contractor or subcontractor.
- (d) This section shall not be construed to prohibit progress payments prior to final payment of the contract and is applicable to all subcontractors for material or labor whether they have contracted directly with the general contractor or with some other subcontractor on the work.

C.G.S. § 49-42. Enforcement of right to payment on bond. Suit on bond, procedure and judgment.

- (a) Any person who performed work or supplied materials for which a requisition was submitted to, or for which an estimate was prepared by, the awarding authority and who does not receive full payment for such work or materials within sixty days of the applicable payment date provided for in subsection (a) of section 49-41a, or any person who supplied materials or performed subcontracting work not included on a requisition or estimate who has not received full payment for such materials or work within sixty days after the date such materials were supplied or such work was performed, may enforce such right to payment under the bond by serving a notice of claim on the surety that issued the bond and a copy of such notice to the contractor named as principal in the bond within one hundred eighty days of the applicable payment date provided for in subsection (a) of section 49-41a, or, in the case of a person supplying materials or performing subcontracting work not included on a requisition or estimate, within one hundred eighty days after the date such materials were supplied or such work was performed. The notice of claim shall state with substantial accuracy the amount claimed and the name of the party for whom the work was performed or to whom the materials were supplied, and shall provide a detailed description of the bonded project for which the work or materials were provided. If the content of a notice prepared in accordance with subsection (b) of section 49-41a complies with the

requirements of this section, a copy of such notice, served within one hundred eighty days of the payment date provided for in subsection (a) of section 49-41a upon the surety that issued the bond and upon the contractor named as principal in the bond, shall satisfy the notice requirements of this section. Within ninety days after service of the notice of claim, the surety shall make payment under the bond and satisfy the claim, or any portion of the claim which is not subject to a good faith dispute, and shall serve a notice on the claimant denying liability for any unpaid portion of the claim. The notices required under this section shall be served by registered or certified mail, postage prepaid in envelopes addressed to any office at which the surety, principal or claimant conducts his business, or in any manner in which civil process may be served. If the surety denies liability on the claim, or any portion thereof, the claimant may bring action upon the payment bond in the superior court for such sums and prosecute the action to final execution and judgment. An action to recover on a payment bond under this section shall be privileged with respect to assignment for trial. The court shall not consolidate for trial any action brought under this section with any other action brought on the same bond unless the court finds that a substantial portion of the evidence to be adduced, other than the fact that the claims sought to be consolidated arise under the same general contract, is common to such actions and that consolidation will not result in excessive delays to any claimant whose action was instituted at a time significantly prior to the motion to consolidate. In any such proceeding, the court judgment shall award the prevailing party the costs for bringing such proceeding and allow interest at the rate of interest specified in the labor or materials contract under which the claim arises or, if no such interest rate is specified, at the rate of interest as provided in section 37-3a upon the amount recovered, computed from the date of service of the notice of claim, provided, for any portion of the claim which the court finds was due and payable after the date of service of the notice of claim, such interest shall be computed from the date such portion became due and payable. The court judgment may award reasonable attorneys fees to either party if upon reviewing the entire record, it appears that either the original claim, the surety's denial of liability, or the defense interposed to the claim is without substantial basis in fact or law. Any person having direct contractual relationship with a subcontractor but no contractual relationship express or implied with the contractor furnishing the payment bond shall have a right of action upon the payment bond upon giving written notice of claim as provided in this section.

- (b) Every suit instituted under this section shall be brought in the name of the person suing, in the superior court for the judicial district where the contract was to be performed, irrespective of the amount in controversy in the suit, but no such suit may be commenced after the expiration of one year after the applicable payment date provided for in subsection (a) of section 49-41a, or, in the case of a person supplying materials or performing subcontracting work not included on a requisition or estimate, no such suit may be commenced after the expiration of one year after the date such materials were supplied or such work was performed.
- (c) The word "material" as used in section 49-41 to 49-43, inclusive, includes the rental of equipment used in the prosecution of work provided for in the contract.

Article 4 Connecticut Sales And Use Taxes:

- 4.1 All Proposers shall familiarize themselves with the current statutes and regulations of the Department of Revenue Services. The tax on materials or supplies exempted by such statutes and regulations shall not be included as part of a proposal.
- 4.2 **Proposer's Nonresident Contractors:** Proposer's Nonresident Contractors must comply with the provisions of CSG § 12-430(7), Bond Requirement For Nonresident Contractors, and the regulations established pursuant to that section.

Article 5 Not Used

Article 6 Executive Orders:

6.1 The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. **7C** of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

Article 7 Sexual Harassment Policy:

7.1 This contract is subject to the provisions of the Department of Construction Services Sexual Harassment Policy ("Policy") and, as such, the contract may be canceled, terminated, or suspended by the CT DCS for violation of or noncompliance with said Policy. Said document is hereby incorporated herein by reference and made a part hereof as though fully set forth herein. This policy may be found at the Department of Construction Services Website: <http://www.ct.gov/dcs>, under Publications.

Article 8 Certificate of Legal Existence:

8.1 A **corporation** that is awarded the contract must comply with the laws of this State regarding the procurement of a certificate of authority to transact business in this State from the **Secretary of the State**. A Certificate of Legal Existence which is not older than ninety (90) days from the date of the contract signing must be filed with the Department of Construction Services' Purchasing Officer.

Article 9 CT-CHRO Affirmative Action/Contract Compliance Requirements:

9.1 The Connecticut Commission on Human Rights and Opportunities (CHRO) is the State of Connecticut's chief civil rights law enforcement agency. Among CHRO's responsibilities is the enforcement of the state's affirmative action statute, CGS § 46a-68 and 46a-68a. Pursuant to CGS § 46a-68(f), CHRO reports annually to the Governor and the General Assembly concerning the results of each agency's affirmative action plan. The final selection of a Design-Builder is also conditional upon the proposer meeting all of the Contract requirements of CT-CHRO includes but is not limited to the following:

9.1.1 **Affirmative Action Plan (CGS §46a-68-32):** The Affirmative Action Plan is a mandatory, detailed, result-oriented set of procedures, prepared by the Design-Builder and approved in by CT-CHRO accordance with CGS § 46a-68 of the Connecticut General Statutes, as amended by Section 12 of Public Act 83-569 and Section 1 of Public Act 84-41, and CGS § 46a-68-31 through 46a-68-74, inclusive, which blueprints a strategy to combat discrimination and achieve affirmative action.

9.1.2 **Contract Compliance (CGS § 46a-68b through 46a-68k):** Connecticut places specific contract compliance responsibilities on CT Department of Construction Service's contracts. These are agreements for construction, rehabilitation, conversion, extension, demolition, or repair of a public building, highway or other changes or improvements in real property.

9.1.3 Bidder Contract Compliance Monitoring Report: The Design-Builder for this project must complete this form and return the CHRO “**Bidder Contract Compliance Monitoring Report**” within **twenty-one (21)** calendar days of receiving the CT DCS Conditional Selection Letter to the following:

State Office Building
Department of Construction Services
Division of Design & Construction
Office of Process Management - Room 261
165 Capitol Avenue
Hartford, Connecticut 06106

.1 CHRO Bidder Contract Compliance Monitoring Report: The CHRO Bidder Contract Compliance Monitoring Report must be completed in full, signed, and submitted to DPW as stated above. DPW and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections CGS § 4a-60 and 4a-60a, and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidders good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

9.1.4 Sexual Orientation Contract Compliance Law (GSG §4a-60” and 4a-60a): Connecticut enacted administrative regulations issued pursuant thereto that prohibits all those who contract with the state, including subcontractors, from engaging in or permitting discrimination in recruiting, hiring or other employment practices. The law further requires state agencies to aggressively solicit the participation of minority and women owned businesses in state contracts.

9.1.5 Small Contractors Set-Aside Program (CGS § 4a-60g): Connecticut requires each state agency and political subdivision of the state other than a municipality to set as an annual goal their intention to contract with certified small contractors at least 25% of their total projected annual expenditures. The law further requires that one quarter (.25) of this amount or 6.25% of the total projected annual expenditures) be with certified minority businesses. Thus agencies may set aside contracts in whole or in part for bid only by eligible small and/or minority businesses.

9.1.6 Small Contractor: Is a company that has been in business for at least one year, has its principal place of business in Connecticut and whose gross revenues for the prior year did not exceed fifteen (15) million dollars.

9.1.7 Minority Business: Is a small contractor that is 51% owned, controlled, and beneficially operated by a minority person or persons. The law defines a minority person as a person with a disability or as any person who is a:

- .1 Black American,** including a person having origins in any of the Black African racial groups;
- .2 Hispanic American,** including a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin;
- .3 American Indian** and a person having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification;
- .4 Asian Pacific American and Pacific islander;**
- .5 Person** having origins in the **Iberian Peninsula, including Portugal;** or
- .6 Women.**

8.2 Website Link:

For guidance on the Affirmative Action/Contract Compliance Requirements, Statutes, and required Compliance Forms visit CT-CHRO Website: www.ct.gov/chro and click on the **Affirmative Action** and **Contract Compliance** Links.

8.3 Nondiscrimination and Affirmative Action Provisions:

This section is inserted in connection with Subsection (a) of C.G.S. § 4a-60 of the General Statutes of Connecticut, as revised.

References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

- a. (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.
- b. If the contract is a public works contract, the contractor agrees and warrants that he will make **good faith efforts** to employ **minority business enterprises** as subcontractors and suppliers of materials on such public works project.
- c. "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- d. **Determination** of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical

assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

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

Article 10 Nondiscrimination Provisions Regarding Sexual Orientation:

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

- a.(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.
- b. The contractor shall include the provisions of section (a) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

c. For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

A **Nondiscrimination Certification** is required see Article 2 of this Instructions to Proposers for instructions on how to **electronically upload the Certificate**.

Article 11 Union Labor:

11.1 Attention is called to the fact that there may be construction work now being carried on at the site at which construction is contemplated being done by union labor. This fact must be kept in mind by all Proposers.

Article 12 CT Department Of Labor (DOL) Public Contract Requirements:

12.1 CT Department Of Labor (DOL) Public Contract Requirements:
 The CT Department Of Labor (DOL), Wage, and Workplace Standards Division administers a wide range of laws governing Public Contract compliance includes but is not limited to the following:

12.1.1 Prevailing Wage Rates (CGS 31-53): The Commissioner of CT Department Of Labor (DOL) shall determine the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of such employee to any employee welfare fund, as defined in subsection §31-53, in each locality where any such public work is to be constructed. The Prevailing Wage Rates are for the duration this Project's Contract Time and are in **Section 00 43 23.1 Prevailing Wage Rates (D-B)** of this D-B-RFP.

12.1.2 Annual Adjustments To Wage Rates (CGS §31-55a): In accordance with CGS §31-55a, as amended, each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor **Annual adjusted Prevailing Wage Rates will not be considered a matter for a Agreement Amendment with CT DCS.**

12.1.3 Certified Payrolls (CGS §31-53): Mandatory requirements for monthly submittal of statements of compliance to the CT DCS.

12.1.4 Construction Safety And Health Course (CGS §31-53b): Mandatory contract requirement for a Construction Safety And Health Course training course where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least (\$100,000) one hundred thousand dollars. Not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten (10) hours of training in accordance with 29 CFR 1910.268.

12.15 Penalties: There are various civil, criminal, and administrative penalties for violations of the prevailing wage law. Failure to pay the prevailing rate is a crime which may be a felony depending upon the amount of unpaid wages. Knowingly filing a false certified payroll or failure to file a certified payroll is a Class D felony for which an employer may be fined up to five thousand dollars, imprisoned for up to five years, or both. Disregarding obligations under **CGS** **HYPERLINK** "<http://www.cga.ct.gov/2001/pub/Chap557.htm>" \ "sec31-53.htm" \t "_blank" **31-53** may result in an administrative debarment which may preclude any firm, corporation, partnership or association in which such person or firms have an interest from receiving an award of a contract until a period of up to three years have elapsed. Additionally, civil penalties of \$300 per violation of law may also be assessed upon the employer."

12.16 Wage & Workplace Standards Forms: CT – DOL provides all mandatory Wage & Workplace Standards Forms.

12.2 Website Link:

For guidance on the **CT Department of Labor (DOL) Public Contract Requirements** and Forms visit CT-DOL Website Link: www.ctdol.state.ct.us.

Article 13 Labor Market Areas:

The U. S. Secretary of Labor's latest decision and the State of Connecticut Wage Schedule are all incorporated in the documents. The higher rate (Federal or State) for any given occupation shall prevail. At the time of bidding, the bidder agrees to accept the current prevailing wage scale, as well as the annual adjustment to the prevailing wage scale, as provided by the Connecticut Department of Labor.

13.1 Labor Market Area (LMA): As defined by the U.S. Bureau of Labor Statistics, is an economically integrated geographic area within which individuals can reside and find employment within a reasonable distance or can readily change employment without changing their place of residence.

13.1.1 All Proposers shall have read GSG § 31-52 and 31-52a, as revised. These sections relate to the preference of State citizens and 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 thereof.

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

11.2.1 The names and addresses of employees utilized by the contractor and by its subcontractors and how long each such employee has resided in Connecticut.

11.2.2 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. Labor market areas are indicated on the end of this section.

11.2.3 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.

11.2.4 In the same manner as item (11.2.3) above, the statement shall indicate the steps taken to assure that the contractor and its subcontractors have sought out qualified residents of this State.

11.2.5 The contractor shall cooperate with and provide information to the construction supervisor or inspector of the State assigned to collect and verify the information required. The State may request that all such information be updated during the term of the contract at reasonable times.

- 11.2.6 All such information gathered and compiled by the State shall be forwarded to the Labor Commissioner.
- 11.2.7 **Pursuant to GSG § 31-52b, as revised:**
“The provisions of sections 31-52 and 31-52a shall not apply where the State or any subdivision thereof may suffer the loss of revenue granted or to be granted from any agency or department of the federal government as a result of said sections or regulative procedures pursuant thereto.” However, no exception shall be determined to be applicable unless stated in writing by the Commissioner of the Department of construction Services.
- 11.3 **Website Link:**
For guidance on the CT Department of Labor (DOL) Labor Market Areas (LMA) visit CT-DOL Website Link: <http://www1.ctdol.state.ct.us/lmi/misc/lmatowns.asp>.

End
Section 00 21 16.1
Instructions To Proposers (D-B)

TAB 4

***DAS Policing of General
Contractors and Subcontractors:***

4.1 - Option 1
Design-Bid-Build (D-B-B):

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies procedures for preparation and submittal of the Contractor's Applications for Payment.
- B. Related Sections: The following Sections contain requirements that relate to this Section.
 - 1. Notice to Bidders: Article 10
 - 2. General Conditions: Articles: 27 "Schedule of Values, Application for Payment"; 28 "Partial Payments"; 31 "Final Payment"; and 32 "Owner's Right to Withhold Payments".
 - 3. Division 01 Section 01 32 16 "Construction Progress Schedules" for requirements for construction scheduling and reporting progress of work.
 - 3. Division 01 Section 01 32 16.13 "CPM Schedules" for requirements for CPM scheduling and reporting progress of work.
 - 4. Division 01 Section 01 33 00 "Submittal Procedures".
 - 5. Division 01 Section 01 77 00 "Closeout Procedures" for requirements for Final Payment.

1.3 SCHEDULE OF VALUES

- A. **Coordination:** Coordinate preparation of the "Schedule of Values" with preparation of the CPM Schedule or Construction Schedule. Use "Schedule of Values" form as required by the Owner
 - 1. Submit the "Schedule of Values" to the Construction Administrator at the earliest possible date but no later than **twenty-one (21)** days after Contract Start Date.
 - 2. **Sub-schedules:** Where Work is separated into phases requiring separately phased payments, provide sub-schedules showing values correlated with each phase of payment.
- B. **Format and Content:** Use the Project Manual Table of Contents as a guide to establish the format for the "Schedule of Values". Provide at least one line item for each Specification Section on electronic media printout.
 - 1. **Identification:** Project identification on the Schedule of Values shall include, but not be limited to, the following:
 - a. **Owner**
 - b. **Project Number**
 - c. **Project Name**
 - d. **Project Location**
 - e. **Contractor's name and address.**
 - 2. Arrange the "Schedule of Values" in tabular format as required by the Owner, containing separate columns including, but not limited to, the following Items:
 - a. **Item Number.**
 - b. **Description of Work with Related Specification Section or Division Number.**
 - c. **Scheduled Values broken down by description number, type material, units of each material.**

- 1) **Include break down of General Condition requirements, i.e. bonds, insurance premiums, taxes, job mobilization, temporary facilities, field supervision and layout, operation and maintenance manuals, punch list activities, project record documents, demonstration and training, overhead, and profit as separate line items.**

d. Name of subcontractor.

- e. **Name of manufacturer or fabricator.**
 - f. **Name of supplier.**
 - g. **Retainage.**
 - h. **Contract sum in sufficient detail.**
3. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 4. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual Table of Contents. Break principal subcontract amounts down into several line items. In addition, the following items listed below must be included.
 - a. **Site Logistics Plan (01 29 76)** a lump sum at 1/20 of one percent of the base bid total project cost at the time of submission of this plan.
 - b. **Coordination Drawings (01 31 00)** a lump sum of this cost for payment at the submittal of this product a minimum cost of 1/10th of one percent of the base bid total project cost or \$5,000 whichever is greater..
 - c. **Photographic Documentation (01 32 33)** a monthly cost of \$1,000 per month to be paid each month upon receipt of the photographs or forfeit of that month's payment.
 - d. **Submittal Schedule (01 33 00)** a lump sum payment calculated at 1/20th of 1% of the base bid total project cost upon receipt of the schedule
 - e. **Waste Collection & Cleaning (01 50 00)** a monthly cost. A minimum payment of \$1,000 to \$3,000 (based on size & complexity of the project) with forfeit of that monthly payment if not done.
 - f. **As-Built Updates (01 31 00)** a monthly cost, a minimum payment of \$1,000 with forfeit of that monthly payment if not done.
 - g. **Start-up and Adjusting (01 75 00)** a lump sum cost upon completion. (to be determined by PM with A/E & CA/CM advice)
 - h. **Schedule (01 32 16.13)** a lump sum payment upon receipt of the base line schedule. A payment of 40% of the total amount of the total cost which is to be calculated at 1/8th of one percent of the base bid total project cost. Monthly updates using the remainder of the cost divided evenly over the accepted schedule duration with a forfeit of the monthly payment of the update is not received on time.

Any forfeited amounts being withheld by the CA for non-performance will be adjusted at the final payment by a credit change order to the owner.
 5. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
 6. **Unit-Cost Allowances:** Show the line-item value of unit-cost allowances, as a product of the unit cost, multiplied by the measured quantity. Estimate quantities from the best indication in the Contract Documents.
 7. **General Conditions:** Show line items for indirect costs and margins on actual costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at the Contractor's option.

1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and Construction Administrator and paid for by the Owner.
1. The initial "Application for Payment", the "Application for Payment" at time of "Substantial Completion", and the final "Application for Payment", involve additional requirements.
- B. Payment-Application Terms: The Owner will process monthly progress payments. The Contractor may submit applications for payment on a monthly basis.
- C. Payment-Application Forms: Use the "Application for Payment" form as required by the Owner. Present the required information on electronic media printout or Owner approved form; multiple pages should be used if required.
1. For each item, provide a column including but not limited to the following items:
 - a. Item Number.
 - b. Description of Work and Related Specification Section or Division.
 - c. Scheduled Value, break down by units of material and units of labor.
 - d. Work Completed from previous application.
 - e. Work Completed this period.
 - f. Materials presently stored.
 - g. Total Completed and stored to date of application.
 - h. Percentage of Completion.
 - i. Balance to Finish.
 - j. Retainage.
- D. **Application Preparation:** Complete every entry on the Application form. At the time of Final Payment only, include an executed Application form by a person authorized to sign legal documents on behalf of the Contractor. The Construction Administrator will return incomplete Applications without action.
1. Entries shall match data on the "Schedule of Values".
 2. Include amounts of Change Orders issued prior to the last day of the construction period covered by the application.
- E. **Transmittal:** Except for final payment, submit to the Construction Administrator by a method ensuring receipt within forty-eight (48) hours. One (1) complete, signed and notarized original of each Application for Payment, including lien waivers and similar attachments when required, along with six (6) copies. For Final Payment, nine (9) complete, signed and notarized copies shall be submitted.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Architect.

F. Applications for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment and all subsequent Application for Payments including, but not limited to, the following items:

1. List of subcontractors and suppliers' name, FEIN/Social Security numbers, and Connecticut Tax Registration Numbers.
2. List of principal suppliers and fabricators.
3. Schedule of Values.
4. Contractor's Construction Schedule (preliminary if not final).
5. Schedule of principal products.
6. Submittal Schedule (preliminary if not final).

7. List of Contractor's staff assignments.
8. List of Contractor's principal consultants.
9. Copies of all applicable permits.
10. Copies of authorizations and licenses from governing authorities for performance of the Work.
- 11. Proof that subcontractors have been paid amounts included on the Contractor's Application for Payment within thirty (30) days after the Owner has paid the Contractor for the particular Application for Payment in accordance with Connecticut General Statute § 49-41a (a)(1).**
- 12. Releases of Lien from subcontractors with amounts included on the Contractor's Application for Payment when Contractor has been paid by the Owner for the particular Application for Payment but the subcontractors have not been paid.**
13. Proof that as-built documents are updated as required by Section 01 77 00 "Closeout Procedures.
14. Initial as-built survey and damage report, if required.
- 15. Update the "Contractor's Master Subcontract Agreement List" and submit copies all recently executed Subcontract Agreements in accordance with CGS § 4b-96.**
 - 15.1. The "Contractor's Master Subcontract Agreement List" shall list all Subcontract Agreements in order of Contract Sum magnitude (from high to low) in the following format:**

Contractor's Master Subcontract Agreement List				
Subcontractor Name	Minority Or Small Business Designation	Trade	Address	Contract Sum

- 16. In accordance with CGS § 42-158j (b):**

Each payment requisition submitted shall include a statement showing the status of all pending construction change orders, other pending change directives and approved changes to the original contract or subcontract. Such statement shall identify the pending construction change orders and other pending change directives, and shall include the date such change orders and directives were initiated, the costs associated with their performance and a description of any work completed. As used in this section, "pending construction change order" or "other pending change directive" **means an authorized directive for extra work that has been issued to a contractor or a subcontractor and identified by an official Change Order Number or**

Construction Change Directive Number assigned by the State of Connecticut.

- G. Application for Payment at Substantial Completion:** Following issuance of the Certificate of Substantial Completion submit an Application for Payment form; use the form as required by the Owner. Present the required information on electronic media printout as applicable that include, but are not limited, to the following:
1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
 2. Administrative actions and submittals that shall precede or coincide with this application include, but are not limited to, the following:
 - 2.1 Occupancy permits and similar approvals.
 - 2.2 Warranties (guarantees) and maintenance agreements.
 - 2.3 Test/adjust/balance records.
 - 2.4 Maintenance instructions.
 - 2.5 Meter readings.
 - 2.6 Startup performance reports.
 - 2.7 Changeover information related to Owner's occupancy, use, operation, and maintenance.
 - 2.8 Final cleaning.
 - 2.9 Application for reduction of retainage and consent of surety.
 - 2.10 Advice on shifting insurance coverage.
 - 2.11 Final progress photographs.
 - 2.12 List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.

H. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include, but are not limited, to the following:

1. Completion of Project Closeout requirements.
2. Completion of list of items remaining to be completed as indicated on the attachment to the Certificate of Substantial Completion.
3. Ensure that unsettled claims will be settled.
4. Ensure that incomplete Work is not accepted and will be completed in accordance with a schedule prepared by the Contractor which is acceptable to the Owner.
5. Transmittal of required Project construction records to the Owner (including as-built documents specified in Section 01 77 00 "Closeout Procedures").
6. Certified property survey.
7. Proof that taxes, fees, and similar obligations were paid.
8. Removal of temporary facilities and services.
9. Removal of surplus materials, rubbish, and similar elements (Reference Section 01 74 19 "Construction Waste Management & Disposal").
10. Change of door locks to Owner's access.
11. The requirements of the General Conditions and Supplementary Conditions for Final Acceptance, Final Completion, Final Inspection, and Final Payment.
12. Asbestos, lead or other hazardous material manifests.

13. Completion of "Building Contractor Reporting Form" as supplied by Department of Construction Services, for all Contractors, Subcontractors, Vendors, Suppliers, etc. who work on the Contract. The form includes the following information:

- a. Contractor/Subcontractor name.
- b. FEIN/Social Security Numbers
- c. Connecticut Tax Registration Numbers
- d. Type of work
- e. Name of business and address
- f. Remittance address.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 29 76 – D-B-B

**State Of Connecticut
Department of Administrative Services
Division of Construction Services
Contract for Construction Administration
For Design - Bid - Build Projects**

Project Title: _____, Connecticut

Project No.
Contract No.

This contract is entered into this _____ day of _____, _____, by and between the State of Connecticut, hereinafter referred to as the State, acting herein by its Commissioner of the Department of Administrative Services (DAS), Division of Construction Services (DCS), under the provisions of Sections 4-8, 4b-1, 4b-1b, 4a-1, 4a-1a, 4a-2, and 4b-3 of the Connecticut General Statutes, as revised and/or amended, and

II. Duties and Services

E. Supervision and Inspection

The Construction Administrator shall inspect all work of the General Contractor, subcontractors, and any additional service providers for compliance with the contract documents. The Construction Administrator shall review the shop drawings for compliance with the contract documents without assuming any of the liabilities or responsibilities of the Architect/Engineer. The Construction Administrator shall act as the State's liaison with the General Contractor. It shall assist in understanding the intent of the contract documents. It shall assist in obtaining from the State and the Architect/Engineer additional details or information when required for proper execution of the work.

1. The Construction Administrator shall conduct on-site daily inspections and monitor the work in progress to assist the DCS in determining if the work is in general proceeding in accordance with the contract documents.
2. The Construction Administrator shall coordinate and schedule all special inspections as required by the contract documents. The special inspector/testing lab will be hired by the State. The DCS Project Manager may allow the Construction Administrator to hire the Special Inspector as a subcontractor.
3. The Construction Administrator shall coordinate and schedule all inspections as required by the State Department of Public Safety and/or the authority having jurisdiction.
4. The Construction Administrator shall immediately report in writing to the DCS whenever any work is unsatisfactory, faulty or defective, or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made, and advise the DCS and the General Contractor of work that it believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval. The Construction Administrator shall monitor the correction and completion of rejected construction work.
5. The Construction Administrator shall coordinate and schedule, in the presence of appropriate personnel from the User Agency and the Architect/Engineer, all tests, equipment/systems start-ups, and operating/maintenance training. The Construction Administrator shall maintain adequate records thereof, and observe, record, and report in writing to the DCS and the Architect/Engineer appropriate details relative to the test procedures and start-ups.

6. The Construction Administrator shall report to the Architect/Engineer when requests for clarifications and interpretations of the contract documents are needed. The Construction Administrator shall track and process all said requests in writing utilizing PMWeb. Clarifications and interpretations issued by the Architect/Engineer shall be transmitted to the General Contractor by the Construction Administrator after review thereof by the Construction Administrator and the DCS Project Manager. The Construction Administrator shall monitor, comment on, if necessary, analyze, approve, and coordinate Requests for Information (RFI's), Construction Change Directives (CCD's), and change orders (CO's).
7. The Construction Administrator shall consider and evaluate the Construction Manager at Risk's suggestions for modifications to the drawings or specifications and report its related recommendations to the Architect/Engineer and the DCS Project Manager. The Construction Administrator shall then transmit to the General Contractor decisions issued by the Architect/Engineer.
8. The Construction Administrator shall review the safety program for the project provided by the General Contractor. The Construction Administrator shall notify the General Contractor and the DCS in writing of any deviations from the safety program. The Construction Administrator shall upon seeing an unsafe or threatening situation immediately inform the General Contractor of the situation for the General Contractor to take action, and also orally report this situation to the DCS PM.
9. Obtain weekly certified payrolls, file the certified payrolls with the monthly payment requisition at the appropriate location at the job site, and periodically monitor the weekly certified payrolls as they apply to the prevailing wage laws to confirm compliance with the laws, the number of people on site was accurate, and the payments are correct.
10. The Construction Administrator shall monitor all work of the General Contractor, subcontractors, and any additional service providers for compliance with the Contract Documents. Coordinate with DCS, the A/E and the General Contractor such that construction complies with the contract documents and the requirements of DCS and applicable regulations and orders.
11. Instruct General Contractor to promptly correct and complete identified non-conforming construction work. Produce a weekly list of outstanding incomplete or non-conforming construction work.

F. Documentation, Records, and Reporting

1. The Construction Administrator shall maintain in an orderly and secure manner at the job site all project files, correspondence, reports of job conferences, shop drawings, samples, meeting minutes, test reports, reproductions of the original contract documents, and all relevant paperwork required to track, monitor, and administrate the contract documents.
2. The Construction Administrator shall keep a daily diary or log book recording the General Contractor's and subcontractors' staff on the job site, weather conditions, major deliveries, major equipment on the job site, data relative to questions of work-directive changes, data relative to questions of delays, change orders or changed conditions, names of job-site visitors, daily activities, decisions, observations in general, and specific observations in detail as in the case of observing test procedures; and send copies thereof to the Architect/Engineer.
3. The Construction Administrator shall record the names, addresses, and telephone numbers of the General Contractor, subcontractors, and major suppliers of materials and equipment.
4. The Construction Administrator shall maintain a monthly photo log of events of all major activities and all activities that require additional attention.
5. The Construction Administrator shall prepare and provide monthly progress reports to the State, the user agency, and the Architect/Engineer. Each monthly progress report shall include all items monitored for the past month, an update on construction with reference to meeting the project

schedule, an update on the construction budget, and any recommendations by the Construction Administrator for meeting either the project schedule or the construction budget. The monthly progress report shall be delivered to the DCS PM, the DCS Assistant Director of Project Management, and the User Agency not later than 14 days after the monthly requisition has been processed for payment. Three original copies are required.

6. The Construction Administrator shall examine submittals made by the General Contractor and furnish recommendations to the State concerning material and equipment, and review and report on the General Contractor's proposals in connection with changes in the construction work. These services are to be performed within five (5) calendar days of receipt of such proposals so as not to delay the work. In the event that the incorporation of an approved substitution into the work will require revisions or additions to the contractual requirements, the Construction Administrator shall review and monitor all costs of such revisions or additions.
7. Review and recommend action on the Construction Manager at Risk's quality assurance plan. The Construction Administrator is to monitor and maintain records relating to the Construction Manager at Risk's quality assurance plan.

End

**214 Contract For Construction Administration
For D-B-B Projects**

**General Conditions of the Contract for Construction
For Design-Bid-Build
Department of Construction Services
State of Connecticut
TABLE OF CONTENTS**

**ARTICLE 1
DEFINITIONS**

1.64 SECONDARY SUBCONTRACTOR: A sole proprietor, partnership, firm or Corporation under direct Contract with the Subcontractor to the General Contractor.

1.68 SUBCONTRACTOR: A sole proprietor, partnership, corporation or other business organization under direct Contract with the Contractor supplying labor and/or materials for the Work at the site of the Project.

**ARTICLE 6
SEPARATE CONTRACTS**

6.1 The Owner reserves the right to perform Work in connection with the Contract with the Owner's own forces, or to let separate contracts relating to the Contract (Project) site or in connection with Work on adjoining sites. In such cases, the Contractor shall afford such parties reasonable opportunity for storage of materials and equipment and coordinate and connect the Work with the work on adjoining sites or other Projects, and shall fully cooperate with such parties in the matter required under Article 7 "Cooperation Of Trades" herein.

6.2 Contractors working in the same vicinity shall cooperate with one another and, in case of dispute, decision of the Owner shall be final and binding to all Contractors involved, including Contractors under separate Contracts.

6.3 The Contractor shall assume all liability, financial or otherwise, in connection with this Contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience or delay which the Contractor may cause other Contractors. If the Contractor experiences a loss because of the presence and operations of other Contractors working adjacent to or within the limits of the same Project, then as between the Owner and the Contractor, the Contractor shall bear such loss.

6.4 Insofar as possible, the Contractor shall arrange the Work and shall place and dispose of the materials being used so as not to interfere with the operations of other Contractors adjacent to or within the limits of the same Project. The Contractor shall join its Work with that of others in an acceptable manner, and perform the Work in proper accordance with that of the others.

6.5 In no event shall the Owner be responsible for any claim or damages that are the result of the Contractor's failure to coordinate the Work with any other Contractor or Subcontractor.

**ARTICLE 7
COOPERATION OF TRADES**

7.1 The Contractor shall be responsible for and shall control all activities of their Subcontractors. The Subcontractors shall consult and cooperate with one another. Each Subcontractor shall furnish all necessary information to other Subcontractors and shall lay out and install their own Work so as to avoid any delays or interference with the Work of others.

7.2 Any cost or changes, cutting and/or repairing, made necessary by the failure to observe the above requirements shall be borne by the party or parties responsible for such failure or neglect or their Subcontractors' faulty Work installed.

**ARTICLE 9
MINIMUM WAGE RATES**

9.1 In accordance with the provisions of the Connecticut General Statutes Section 31-53, the following applies:

"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 (h) of this section, 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 public works project is being constructed. 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 payday."

9.2 Each Contractor who is awarded a Contract on or after October 1, 2002 shall be subject to provisions of the Connecticut General Statutes, Section 31-55a "Annual Adjustments to wage rates by contractors doing state work."

No wage adjustment will be made to the Contract for any wage increase under this Article.

ARTICLE 10
POSTING MINIMUM WAGE RATES

10.1 The Contractor shall post at conspicuous points on the site of the Contract a Schedule showing all determined wage rates for all trades and all authorized deductions, if any, from wages to be paid.

10.2 The Contractor shall maintain a monthly certified payroll for all persons working on the site to be provided to the Owner and to the Connecticut Department of Labor for its inspection.

ARTICLE 29
**DELIVERY OF STATEMENT SHOWING
AMOUNTS DUE FOR WAGES, MATERIALS, AND
SUPPLIES**

29.1 For each Application for Payment under this Contract, the Owner reserves the right to require the Contractor and every Subcontractor to submit a written verified statement, in a form satisfactory to the Owner, showing in detail all amounts then due and unpaid by such Contractor or Subcontractor for daily or weekly wages to all laborers employed by it for the performance of the Work or to other persons for materials, equipment or supplies delivered at the site.

29.2 The term "laborers" as used herein shall include workmen, workwomen, and mechanics.

29.3 Failure to comply with this requirement may result in the Owner withholding the Application for Payment pursuant to Article 28 "Progress Payments".

ARTICLE 32
OWNER'S RIGHT TO WITHHOLD PAYMENTS

32.1 The Commissioner may withhold a portion of any Payment due the Contractor that may, in the judgment of the Commissioner, be necessary:

32.1.1 To assure the payment of just claims then due and unpaid to any persons supplying labor or materials for the Work.

32.1.2 To protect Owner from loss due to defective, unacceptable or non-conforming Work not remedied by the Contractor.

32.1.3 To protect the Owner from loss due to injury to persons or damage to the Work or property of other Contractors, Subcontractors, or others caused by the act or neglect of the Contractor or any of its Subcontractors.

32.1.4 To assure that the Contractor performs the required Seasonal and/or Approved Deferred Functional Performance Testing Certifying Functional Completion of those systems.

32.2 The Owner shall have the right to apply any amount withheld under this Article as the Owner may deem proper to satisfy protection from claims. The amount withheld shall be considered a payment to the Contractor.

32.3 The Owner has the right to withhold payment if the Contractor fails to provide timely and accurate submissions and submission updates of all required Submittals and reports, including but not limited to the following:

32.3.1 As-Built Drawings;

32.3.2 Request For Information (RFI) Logs;
32.3.3 CPM Schedules;
32.3.4 Submittal Logs;
32.3.5 Change Order Log;
32.3.6 Certified Payrolls;
32.3.7 Construction Waste Management Calculations and/or Reports and/or Plans;
32.3.8 Lien Waivers;
32.3.9 Daily Reports; and
32.3.10 All other requirements of the Contract Documents.

32.4 If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

ARTICLE 34
SUBLETTING OR ASSIGNING OF CONTRACT

34.1 The Contract or any portion thereof, or the Work provided for therein, or the right, title, or interest of the Contractor therein may not be sublet, sold, transferred, assigned, or otherwise disposed of to any person, firm, or corporation without the written consent of the Commissioner.

34.2 No person, firm, or corporation other than the Contractor to whom the Contract was awarded shall be permitted to commence Work at the site of the Contract until such consent has been granted.

ARTICLE 37
HOURS OF WORK

37.1 No person shall be employed to work or be permitted to work more than eight (8) hours in any Day or more than forty (40) hours in any week for any Work provided in the Contract, in accordance with Connecticut General Statute Section 31-57.

37.2 The operation of such limitation of hours of work may be suspended during an emergency, upon the approval of the Commissioner, in accordance with Connecticut General Statute Section 31-57.

END
Section 00 72 23

4.2 - Option 2

Construction Manager At Risk (CMR):

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Documents and general provisions of the CMR Agreement Between Owner and Construction Manager and the Guaranteed Maximum Price (GMP) Amendment, including Division 00 General Conditions of the Contract for Construction – CMR and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies procedures for preparation and submittal of the Construction Manager's Applications for Payment.
- B. Related Sections: The following Sections contain requirements that relate to this Section.
 - 1. Division 00 General Conditions of the Contract for Construction – CMR: Articles: 27 "Schedule of Values, Application for Payment"; 28 "Partial Payments"; 31 "Final Payment"; and 32 "Owner's Right to Withhold Payments".
 - 2. Division 01 Section 01 32 16.13 "CPM Schedules - CMR" for requirements for CPM scheduling and reporting progress of work.
 - 3. Division 01 Section 01 33 00 "Submittal Procedures - CMR" .
 - 4. Division 01 Section 01 77 00 "Closeout Procedures - CMR" for requirements for Final Payment.

1.3 SCHEDULE OF VALUES

- A. **Coordination:** Coordinate preparation of the "Schedule of Values" with preparation of the CPM Schedule. Use "Schedule of Values" form as required by the Owner
 - 1. Submit the "Schedule of Values" to the Owner's Representative at the earliest possible date but no later than **twenty-one (21)** Calendar Days after Contract Start Date.
 - 2. **Sub-schedules:** Where Work is separated into phases requiring separately phased payments, provide sub-schedules showing values correlated with each phase of payment.
- B. **Format and Content:** Use the Project Manual Table of Contents as a guide to establish the format for the "Schedule of Values". Provide at least one line item for each Specification Section on electronic media printout.
 - 1. **Identification:** Project identification on the Schedule of Values shall include, but not be limited to, the following:
 - a. **Owner**
 - b. **Project Number**
 - c. **Project Name**
 - d. **Project Location**
 - e. **Construction Manager's name and address.**
 - 2. Arrange the "Schedule of Values" in tabular format as required by the Owner, containing separate columns including, but not limited to, the following Items:
 - a. **Item Number.**
 - b. **Description of Work with Related Specification Section or Division Number.**
 - c. **Scheduled Values broken down by description number, type material, units of each material.**
 - 1) **Include break down of General Condition requirements, i.e. bonds, insurance premiums, taxes, job mobilization, temporary facilities, field supervision and layout, operation and**

maintenance manuals, punch list activities, project record documents, demonstration and training, overhead, and profit as separate line items.

d. Name of Subcontractor.

e. Name of manufacturer or fabricator.

f. Name of supplier.

g. Retainage.

h. Guaranteed Maximum Price in sufficient detail.

3. Percentage of Guaranteed Maximum Price to nearest one-hundredth percent, adjusted to total 100 percent.
4. Provide a breakdown of the Guaranteed Maximum Price in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual Table of Contents. Break principal subcontract amounts down into several line items. In addition, the following items listed below must be included.
 - a. **Site Logistics Plan (01 29 76- CMR)** a lump sum at 1/20 of one percent of the base bid total project cost at the time of submission of this plan.
 - b. **Coordination Drawings (01 31 00 - CMR)** a lump sum of this cost for payment at the submittal of this product a minimum cost of 1/10th of one percent of the base bid total project cost or \$5,000 whichever is greater.
 - c. **Photographic Documentation (01 32 33- CMR)** a monthly cost of \$1,000 per month to be paid each month upon receipt of the photographs or forfeit of that month's payment.
 - d. **Submittal Schedule (01 33 00- CMR)** a lump sum payment calculated at 1/20th of 1% of the base bid total project cost upon receipt of the schedule.
 - e. **Waste Collection & Cleaning (01 50 00- CMR)** a monthly cost. A minimum payment of \$1,000 to \$3,000 (based on size & complexity of the project) with forfeit of that monthly payment if not done.
 - f. **As-Built Updates (01 31 00- CMR)** a monthly cost, a minimum payment of \$1,000 with forfeit of that monthly payment if not done.
 - g. **Start-up and Adjusting (01 75 00 - CMR)** a lump sum cost upon completion. (to be determined by PM with A/E & OR advice)
 - h. **Schedule (01 32 16.13 - CMR)** a lump sum payment upon receipt of the base line schedule. A payment of 40% of the total amount of the total cost which is to be calculated at 1/8th of one percent of the base bid total project cost. Monthly updates using the remainder of the cost divided evenly over the accepted schedule duration with a forfeit of the monthly payment of the update is not received on time.

Any forfeited amounts being withheld by the Owner's Representative for non-performance will be adjusted at the final payment by a credit change order to the owner.
5. Round amounts to nearest whole dollar; the total shall equal the Guaranteed Maximum Price.
6. **Unit-Cost Allowances:** Show the line-item value of unit-cost allowances, as a product of the unit cost, multiplied by the measured quantity. Estimate quantities from the best indication in the Contract Documents.
7. **General Conditions:** Show line items for indirect costs and margins on actual costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at the Construction Manager's option.

1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and Owner's Representative and paid for by the Owner.
1. The initial "Application for Payment", the "Application for Payment" at time of "Substantial Completion", and the final "Application for Payment", involve additional requirements.
- B. **Payment-Application Terms:** The Owner will process monthly progress payments. The Construction Manager may submit applications for payment on a monthly basis.
- C. **Payment-Application Forms:** Use the "Application for Payment" form as required by the Owner. Present the required information on electronic media printout or Owner approved form; multiple pages should be used if required.
1. For each item, provide a column including but not limited to the following items:
 - a. Item Number.
 - b. Description of Work and Related Specification Section or Division.
 - c. Scheduled Value, break down by units of material and units of labor.
 - d. Work Completed from previous application.
 - e. Work Completed this period.
 - f. Materials presently stored.
 - g. Total Completed and stored to date of application.
 - h. Percentage of Completion.
 - i. Balance to Finish.
 - j. Retainage.
- D. **Application Preparation:** Complete every entry on the Application form. At the time of Final Payment only, include an executed Application form by a person authorized to sign legal documents on behalf of the Construction Manager. The Owner's Representative will return incomplete Applications without action.
1. Entries shall match data on the "Schedule of Values".
 2. Include amounts of Change Orders issued prior to the last day of the construction period covered by the application.
- E. **Transmittal:** Except for final payment, submit to the Owner's Representative by a method ensuring receipt within **forty-eight (48)** hours. **One (1)** complete, signed and notarized original of each Application for Payment, including lien waivers and similar attachments when required, along with **six (6)** copies. For Final Payment, **nine (9)** complete, signed and notarized copies shall be submitted.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Architect.
- F. Applications for Payment:** Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment and all subsequent Application for Payments including, but not limited to, the following items:
1. List of Subcontractors and suppliers' name, FEIN/Social Security numbers, and Connecticut Tax Registration Numbers.
 2. List of principal suppliers and fabricators.
 3. Schedule of Values.
 4. Construction Manager's CPM Schedule (preliminary if not final).
 5. Schedule of principal products.
 6. Submittal Schedule (preliminary if not final).

7. List of Contractor's staff assignments.
8. List of Contractor's principal consultants.
9. Copies of all applicable permits.
10. Copies of authorizations and licenses from governing authorities for performance of the Work.
- 11. Proof that Subcontractors have been paid amounts included on the Construction Manager's Application for Payment within thirty (30) days after the Owner has paid the Construction Manager for the particular Application for Payment in accordance with Connecticut General Statute § 49-41a (a)(1).**
- 12. Releases of Lien from Subcontractors with amounts included on the Construction Manager's Application for Payment when Construction Manager has been paid by the Owner for the particular Application for Payment but the Subcontractors have not been paid.**
13. Proof that as-built documents are updated as required by Section 01 77 00- CMR "Closeout Procedures.
14. Initial as-built survey and damage report, if required.
- 15. Update the Construction Manager's Master Subcontract Agreement List" and submit copies all recently executed Subcontract Agreements in accordance with CGS § 4b-96.**
 - 15.1 . The Construction Manager's Master Subcontract Agreement List" shall list all Subcontract Agreements in order of Guaranteed Maximum Price magnitude (from high to low) in the following format:**

Construction Manager's Master Subcontractor Agreement List"				
Subcontractor Name	Minority Or Small Business Designation	Trade	Address	Guaranteed Maximum Price

- 16. In accordance with CGS § 42-158j (b):**

Each payment requisition submitted shall include a statement showing the status of all pending construction change orders, other pending change directives and approved changes to the original contract or subcontract. Such statement shall identify the pending construction change orders and other pending change directives, and shall include the date such change orders and directives were initiated, the costs associated with their performance and a description of any work completed. As used in this section, "pending construction change order" or "other pending change directive" **means an authorized directive for extra work that has been issued to a contractor or a subcontractor and identified by an official**

Change Order Number or Construction Change Directive Number assigned by the State of Connecticut.

- G. Application for Payment at Substantial Completion:** Following issuance of the Certificate of Substantial Completion submit an Application for Payment form; use the form as required by the Owner. Present the required information on electronic media printout as applicable that include, but are not limited, to the following:
1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
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 - 2.10 Advice on shifting insurance coverage.
 - 2.11 Final progress photographs.
 - 2.12 List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.

H. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include, but are not limited, to the following:

1. Completion of Project Closeout requirements.
2. Completion of list of items remaining to be completed as indicated on the attachment to the Certificate of Substantial Completion.
3. Ensure that unsettled claims will be settled.
4. Ensure that incomplete Work is not accepted and will be completed in accordance with a schedule prepared by the Construction Manager which is acceptable to the Owner.
5. Transmittal of required Project construction records to the Owner (including as-built documents specified in Section 01 77 00 "Closeout Procedures - CMR").
6. Certified property survey.
7. Proof that taxes, fees, and similar obligations were paid.
8. Removal of temporary facilities and services.
9. Removal of surplus materials, rubbish, and similar elements (Reference Section 01 74 19 "Construction Waste Management & Disposal - CMR").
10. Change of door locks to Owner's access.
11. The requirements of the Division 00 General Conditions - CMR and Supplementary Conditions for Final Acceptance, Final Completion, Final Inspection, and Final Payment.
12. Asbestos, lead or other hazardous material manifests.

- 13.** Completion of "Building Contractor Reporting Form" as supplied by Department of Public Works, for all Construction Manager's Subcontractors, Vendors, Suppliers, etc. who work on the Contract. The form includes the following information:
- a.** Construction Manager / Subcontractor name.
 - b.** FEIN/Social Security Numbers
 - c.** Connecticut Tax Registration Numbers
 - d.** Type of work
 - e.** Name of business and address
 - f.** Remittance address.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 29 76 - CMR

6. The Construction Administrator shall report to the Architect/Engineer when requests for clarifications and interpretations of the contract documents are needed. The Construction Administrator shall track and process all said requests in writing utilizing PMWeb. Clarifications and interpretations issued by the Architect/Engineer shall be transmitted to the Construction Manager at Risk by the Construction Administrator after review thereof by the Construction Administrator and the DCS Project Manager. The Construction Administrator shall monitor, comment on, if necessary, analyze, and coordinate Requests for Information (RFI's) and Construction Change Directives (CCD's). The Construction Administrator shall monitor, comment on, if necessary, analyze, approve, and coordinate change orders (CO's).
7. The Construction Administrator shall consider and evaluate the Construction Manager at Risk's suggestions for modifications to the drawings or specifications and report its related recommendations to the Architect/Engineer and the DCS Project Manager. The Construction Administrator shall then transmit to the Construction Manager at Risk decisions issued by the Architect/Engineer.
8. The Construction Administrator shall review the safety program for the project provided by the Construction Manager at Risk. The Construction Administrator shall notify the Construction Manager at Risk and the DCS in writing of any deviations from the safety program. The Construction Administrator shall upon seeing an unsafe or threatening situation immediately inform the Construction Manager at Risk of the situation for the Construction Manager at Risk to take action, and also orally report this situation to the DCS PM.
9. Obtain weekly certified payrolls, file the certified payrolls with the monthly payment requisition at the appropriate location at the job site, and periodically monitor the weekly certified payrolls as they apply to the prevailing wage laws to confirm compliance with the laws, the number of people on site was accurate, and the payments are correct.
10. The Construction Administrator shall monitor all work of the Construction Manager at Risk, subcontractors, and any additional service providers for compliance with the Contract Documents. Coordinate with DCS, the A/E and the Construction Manager at Risk such that construction complies with the contract documents and the requirements of DCS and applicable regulations and orders.
11. Instruct Construction Manager at Risk to promptly correct and complete identified non-conforming construction work. Produce a weekly list of outstanding incomplete or non-conforming construction work.

F. Documentation, Records, and Reporting

1. The Construction Administrator shall maintain in an orderly and secure manner at the job site all project files, correspondence, reports of job conferences, shop drawings, samples, meeting minutes, test reports, reproductions of the original contract documents, and all relevant paperwork required to track, monitor, and administrate the contract documents.
2. The Construction Administrator shall keep a daily diary or log book recording the Construction Manager at Risk's and subcontractors' staff on the job site, weather conditions, major deliveries, major equipment on the job site, data relative to questions of work-directive changes, data relative to questions of delays, change orders or changed conditions, names of job-site visitors, daily activities, decisions, observations in general, and specific observations in detail as in the case of observing test procedures; and send copies thereof to the Architect/Engineer.
3. The Construction Administrator shall record the names, addresses, and telephone numbers of the Construction Manager at Risk, subcontractors, and major suppliers of materials and equipment.
4. The Construction Administrator shall maintain a monthly photo log of events of all major activities and all activities that require additional attention.

5. The Construction Administrator shall prepare and provide monthly progress reports to the State, the user agency, and the Architect/Engineer. Each monthly progress report shall include all items monitored for the past month, an update on construction with reference to meeting the project schedule, an update on the construction budget, and any recommendations by the Construction Administrator for meeting either the project schedule or the construction budget. The monthly progress report shall be delivered to the DCS PM, the DCS Assistant Director of Project Management, and the User Agency not later than 14 days after the monthly requisition has been processed for payment. Three original copies are required.
6. The Construction Administrator shall examine submittals made by the Construction Manager at Risk and furnish recommendations to the State concerning material and equipment, and review and report on the Construction Manager at Risk's proposals in connection with changes in the construction work. These services are to be performed within five (5) calendar days of receipt of such proposals so as not to delay the work. In the event that the incorporation of an approved substitution into the work will require revisions or additions to the contractual requirements, the Construction Administrator shall review and monitor all costs of such revisions or additions.
7. Review and recommend action to the DCS PM on the Construction Manager at Risk's quality assurance plan. The Construction Administrator is to monitor and maintain records relating to the Construction Manager at Risk's quality assurance plan.

End
***214A Contract For Construction Administration
For CMR Projects***

State Of Connecticut Department of Administrative Services
Division of Construction Services
Standard Form of Agreement Between Owner and Construction Manager-At-Risk (CMR)
For Guaranteed Maximum Price (GMP)

ARTICLE 2 CONSTRUCTION MANAGER AT RISK RESPONSIBILITIES

The CMR shall perform the services described in this Article. The services to be provided under Sections 2.1 and 2.2 constitute the Preconstruction Phase Services. If the Owner and CMR agree after consultation with the Architect, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases will proceed concurrently.

2.1.6 SUBCONTRACTORS AND SUPPLIERS

2.1.6.1 Bidding and Award of Subcontracts. The CMR shall review with the Owner the CMR's bidding procedures and bidder criteria and shall establish a schedule for the competitive bidding and awarding of Subcontracts, to be conducted separately for each of the Project Elements, in accordance with all applicable federal and state requirements. The Project Elements may constitute the whole or part of the Work. **The CMR shall use all reasonable means and efforts to develop the interest of qualified Subcontractors in the Project.**

.1 The CMR shall include in its **subcontractor** bid documents the following requirements:

- .1 For work to be performed with an estimated value in excess of **Five Hundred Thousand Dollars (\$500,000.00)**, the subcontractor shall be prequalified in the State of Connecticut Department of Administrative Services classification noted on the pertinent Invitation to Bid;
- .2 the bid shall be accompanied by a bid bond or certified check in an amount which shall be **Ten Percent (10%)** of any bid for work with an estimated value of at least **Fifty Thousand Dollars (\$50,000.00)**. If the bidder is a small contractor or minority business enterprise pursuant to Connecticut General Statutes Section 4a-60g and further described in Appendix I to this Agreement "Administrative and Statutory Requirements" ("Appendix I"), it may provide in lieu of a bid bond, a letter of credit in an amount equal to **Ten Percent (10%)** of the bid amount if the estimated value is less than one hundred thousand dollars and in an amount equal to **Twenty-Five Percent (25%) of the bid amount**, if the estimated value is one hundred thousand dollars or greater; and
- .3 the bidder shall possess experience with projects of a similar nature and scope.

.2 The Bid documents and any relevant notices or advertisements shall set forth all of the CMR's submission requirements for the bid packages and shall clearly list those requirements the omission of which shall result in a bid rejection. In addition, the Bid documents shall include, prominently placed, the following language: *"The CMR is authorized to waive minor irregularities which it considers in the best interest of the Project, provided the reasons for any such waiver are stated in writing by the CMR and made a part of the contract file."*

2.1.6.2 The CMR shall invite bids and give notice of opportunities to bid on Project Elements by advertising, at least once, in one or more newspapers having general circulation in the State of Connecticut. Bids shall be directed to the CMR at the address indicated in the aforementioned advertisements. Bidders shall be prequalified pursuant to Connecticut General Statutes Section 4a-100 through the State of Connecticut Department of Administrative Services. All advertisements, notices, scheduling notices, addenda and/or communications of any kind relevant to the bidding and award of contracts for Project Elements shall be posted on the State of Connecticut Department of Administrative Services Contracting Portal.

2.1.6.3 The CMR shall conduct pre-bid conferences, in coordination with the Owner's DCS Project Manager, to familiarize prospective bidders with the Project and the bid documents. The CMR shall assist the Architect with regard to responding to questions from bidders and with the issuance of addenda to the bid documents. All responses to questions from bidders submitted prior or subsequent to pre-bid conferences shall be in writing. All bid opening dates and times shall be scheduled to accommodate the presence of Owner's DCS Project Manager or other designated representative of the Owner, who shall witness each bid opening and initial and date each bid.

- .1** Each bid shall be kept sealed until opened publicly on the date and at the time set forth in the notice soliciting such bid. Such opening shall take place at a location to be selected by the CMR and approved by the Owner. The CMR will analyze all bids and proposals to verify that the proposals are complete, that no unacceptable qualifications are made, that the bidders meet all CMR's criteria to the extent that it is in the best interest of the Project, and that the bidders have included the essential and qualitative information specified by the CMR in its bid documents. The CMR may waive minor irregularities in the bid documents.
- .2** Within **Seven (7) days** of any bid opening, the CMR shall make available for review by bidders all bid packages at a location within the State of Connecticut to be designated by the CMR. A notice in prominent typeface describing such location shall be displayed in a visible place at the bid opening.
- .3** The CMR is responsible for ensuring an adequate number of bids received for each advertised bid package through careful scope preparation and combination and/or separation of work, as required. In the event the CMR wants to recommend award of a package that received fewer than **three (3) bids**, CMR must describe in writing the following:
 - .1** detailed explanation of efforts made by the CMR;
 - .2** the number of contractors provided with the bid information;
 - .3** any information the CMR may have acquired as to reasons for the low number of bids received; and
 - .4** that the pricing received from the contractor to be recommended is competitive and reasonable according to industry standards and the Project estimate.
- .4** Prior to CMR's recommendation to Owner for approval of a contract, the CMR shall review any of Owner's performance related files or evaluations pertinent to the recommended award. The CMR shall, after consultation with and approval by the Owner, award any contracts for Project Elements to the responsible, qualified, and approved **subcontractor** submitting the lowest bid in compliance with CMR's bid requirements and procedures. The CMR shall not be eligible to submit a bid for any Project Element contract work.

2.1.6.4 Notwithstanding the foregoing Subsection 2.1.6.3, and as set forth in all pertinent bid advertisements and notices, the following conditions shall render a bid invalid and rejected by the CMR:

- .1 the **subcontractor**, if submitting a bid for work to be performed with an estimated value in excess of **Five Hundred Thousand Dollars (\$500,000.00)** is not prequalified in the State of Connecticut Department of Administrative Services requisite classification noted on the pertinent Invitation to Bid;
- .2 the bid is not accompanied by a bid bond or certified check in an amount which shall be **Ten percent (10%)** of any bid for work with an estimated value of at least **Fifty Thousand Dollars (\$50,000.00)**, or if the bidder is a small contractor or minority business enterprise pursuant to Connecticut General Statutes Section 4a-60g, it has not provided in lieu of a bid bond a letter of credit in an amount equal to **Ten Percent (10%)** of the bid amount if the estimated value is less than one hundred thousand dollars and in an amount equal to **Twenty-Five Percent (25%)**, if the estimated value is one hundred thousand dollars or greater;
- .3 the bidder appears on the State of Connecticut Department of Labor Debarment List.; and/or
- .4 the bidder does not provide a requirement or qualification, the omission of which the CMR clearly stated in all bid solicitation communications would be grounds for bid rejection without allowance for waiver.

2.1.6.5 Aspects of the Work which are not Project Elements, not included in the Construction Phase Services Costs described in Section 6.1 herein, and not otherwise included as an allowance under this Agreement, shall be awarded through a competitive process by which the CMR shall obtain quotes from no fewer than **Three (3)** firms. In the event the CMR obtains fewer than **Three (3)** quotes, the CMR must explain in writing the reasons therefore. If the CMR does not select the lowest price, the CMR must justify in writing its basis for its selection. All selections are subject to consultation with, and approval by, the Owner. Any issues arising from the award process described in this Section 2.1.6.5 shall be resolved by the CMR at its own cost.

2.1.6.6 The CMR shall be solely and fully responsible for the performance of each of the Subcontractors and shall indemnify and hold harmless the Owner from and against any and all additional costs and liability in excess of the GMP incurred as a result of failure of any **Subcontractor** to perform in accordance with the applicable Subcontract or the performance of such Subcontractor in a negligent manner. In no event will any cost or expense resulting in any manner from the negligence, fault, breach or failure of any **Subcontractor** to perform be a Cost of the Work as defined in this Agreement.

- .1 The CMR shall compile evaluation information for each subcontract during the performance of the subcontract and shall submit the evaluation information in a format acceptable to the Owner to the DCS Project Manager at **Fifty Percent (50%)** completion and **One Hundred Percent (100%)** completion of each subcontract.

2.1.6.7 The CMR shall, after obtaining the written consent of the Owner as to the acceptability of each **Subcontractor**, award and execute Subcontracts with the successful bidders in accordance with applicable laws, regulations and ordinances. The terms of each Subcontract and the award of such contracts shall be fully in accordance with this Agreement and are subject to the prior approval of the Owner. Any selection and/or rejection of any bid must be approved by the Owner. Upon Owner's request, CMR shall provide copies of any and all Subcontracts to Owner for review.

2.1.9 ADMINISTRATIVE, STATUTORY REQUIREMENTS, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

The CMR shall comply and shall use reasonable efforts to cause all **Subcontractors** to comply, with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs, set forth in Appendix I, attached hereto and incorporated herein in its entirety. The CMR shall present to, and review with, the Owner, any submissions relative to such administrative and statutory requirements prior to any submission by the CMR to the appropriate governmental agencies. In particular, the CMR shall present to, and review with, the Owner its set-aside program and Affirmative Action Plan prior to submission to the relevant agencies.

2.3.2 ADMINISTRATION

2.3.2.1 The Work shall be performed under subcontracts or by other appropriate agreements with the CMR. The CMR shall obtain competitive public bids in accordance with the provisions of Sections 2.1.6.1 through 2.1.6.3 of this Agreement. Subcontracts shall be in a form acceptable to the Owner.

- .1** Each subcontract shall contain provisions that:
 - .1** require that such work be performed in accordance with the requirements of the Contract Documents;
 - .2** waive all rights to subrogation against the Owner, Architect, Owner's agents, CMR, subcontractors for damages caused by fire or other perils covered by insurance obtained for or in place upon the Project;
 - .3** require the Subcontractors to carry and maintain insurance coverage in accordance with the Contract Documents and file Certificates of such coverage, with the CMR;
 - .4** require the Subcontractors to submit certificates of waiver of claims for work completed by their respective Secondary Subcontractors, as that term is defined in General Conditions Article 1, conditioned upon disbursement of the progress payment next due and owing;
 - .5** require that each Subcontractor pay any amounts due any of its Sub-subcontractors whether for labor performed or materials furnished within thirty (30) days after such Subcontractor received a payment from the CMR which encompasses labor or materials furnished by such Subcontractor.
 - .6** the Subcontractor or the Secondary Subcontractor's mark-up on change orders to have committed maximum overhead and profit pursuant to General Conditions Article 13;
 - .7** require submission to the CMR or the Subcontractor as the case may be, of applications for payment on a form approved by the Owner together with clearly defined invoices and billings supporting all such applications under each subcontract to which the Subcontractor is a party;
 - .8** require each Subcontractor to furnish to the CMR in a timely fashion all information necessary for the preparation and submission of the reports required herein;
 - .9** require that each Subcontractor continue to perform under its subcontract in the event that the CMR is terminated and the Owner, at its sole option takes as an assignment the subcontract and requests that the Subcontractor continue such performance;
 - .10** require each Subcontractor to satisfactorily remove or stockpile all debris created by its activity pursuant to the discretion of the CMR;
 - .11** provide that the subcontract should be assignable to the Owner;

- .12 require all performance and payment bonds issued by a Subcontractor on the Project name the Owner and the CMR as dual obligees;
- .13 require that each Subcontractor cooperate with the Owner and CMR and permit the Owner, CMR or a designated auditor or representative to review and audit the Subcontractor's books and records in connection with any costs charged to the Project and included in the price of any change orders;
- .14 require that each Subcontractor agree to work overtime, add manpower, or do whatever is necessary to meet the milestone dates and/or Substantial Completion dates, if in the opinion of the CMR any of the milestone dates and/or Substantial Completion dates are in jeopardy as a result of such Subcontractor;
- .15 require that each Subcontractor agree that if in the opinion of the CMR, the Subcontractor fails to take sufficient action to preserve the milestone and/or Substantial Completion dates after two days' written notice from the CMR, the CMR may take whatever action he deems necessary to meet the milestone and/or Substantial Completion dates and deduct all costs incurred as a result of such action from the relevant subcontract;
- .16 require that each Subcontractor include in its performance bonds, if required, the language set forth in Items .14 and .15, above.

- .2 The CMR shall provide to the Owner, in an electronic format acceptable to the Owner, the following information for each bid package listed in Exhibit B to the GMP Amendment: (1) the subcontract and second tier subcontracts; (2) the MBE/SBE status of the subcontractor and each of its second tier subcontractors; (3) the amount paid by the CMR to the subcontractors and the amount paid by the subcontractors to their second tier subcontractors; (4) a detailed description of the selection process utilized by the subcontractor in awarding its second tier subcontracts; and, (5) a list of all competitive bids, proposals, or quotes received by the subcontractor, together with any other information used by the subcontractor in awarding its second tier subcontracts.

2.3.2.2 The CMR shall comply with the provisions of the Connecticut General Statutes (GCS) §49-41 regarding the Subcontractor Payment And Performance Bonds.

- .1 The CMR shall require Payment Bonds from its Subcontractor, except that, pursuant to CGS §49-41, a Payment Bond shall not be required to be furnished in relation to any general bid in which the total estimated cost of labor and materials under the contract with respect to which the bid is submitted is less than One Hundred Thousand Dollars (**100,000.00**) or in relation to any sub-bid in which the total estimated cost of labor and materials under the contract with respect to which the sub-bid is submitted is less than One Hundred Thousand Dollars (**\$100,000.00**).
- .2 The CMR may, in its discretion, require Performance Bonds from its Subcontractors, except that, pursuant to CGS §49-41, a Performance Bond shall not be required to be furnished in relation to any general bid in which the total estimated cost of labor and materials under the contract with respect to which the bid is submitted is less than Twenty-Five Thousand Dollars (**\$25,000.00**) or in relation to any sub-bid in which the total estimated cost of labor and materials under the contract with respect to which the sub-bid is submitted is less than Fifty Thousand Dollars (**\$50,000.00**).
- .3 If the bidder is a small contractor or minority business enterprise pursuant to Connecticut General Statutes Section 4a-60g, it may provide in lieu of a Payment or Performance bond, if required by the CMR in accordance with this Section 2.3.2.2, a letter of credit in an amount equal to Ten Percent (**10%**) of

the bid amount if the estimated value of the contract for which the bid is submitted is less than one hundred thousand dollars and in an amount equal to Twenty-Five Percent (**25%**) if the estimated value of such contract is One Hundred Thousand Dollars (**\$100,000.00**) or greater.

- 2.3.2.3** Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Sections 7.1.8 and 7.1.9 of this Agreement and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.
- 2.3.2.4** The CMR shall schedule and conduct meetings at which the Owner, Owner's Representative (as described in Section 3.2 herein), DCS Project Manager, Architect, CMR and appropriate Subcontractors can discuss matters including but not limited to: procedures, quality control, safety, scheduling, changes in the Work and the status of the Work. The CMR shall prepare and promptly distribute meeting minutes, including formal weekly project meetings. The Owners Representative shall prepare the minutes of the main project meetings. Owner may also schedule meetings at such times as it deems necessary.
- 2.3.2.5** Promptly after the Owner's acceptance of the GMP proposal, the CMR shall update and incorporate the planned Project Construction Schedule described in Section 2.1.3.1 of this Agreement into the schedules described in General Conditions Article 11, including the Owner's occupancy requirements.
- 2.3.2.6** The CMR shall provide monthly written reports to the Owner and Architect on the progress of the Work. The monthly report shall be provided not later than the 15th day of the subsequent month. Such reports shall contain such information as may be required by the Owner in its sole discretion and be in a form and format acceptable to the Owner. The CMR shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, heavy equipment on the site and utilization of such equipment, Work accomplished, observations of any differing conditions encountered, problems encountered and other similar relevant data as the Owner may reasonably require. Heavy equipment as referred to in this Section shall mean machinery that may be used for construction, including but not limited to, bulldozers, earthmoving equipment, well-drilling machinery and cranes. The log shall be available to the Owner and Architect but shall not relieve the CMR of its notice and reporting obligations to Owner hereunder.
- 2.3.2.7** The CMR shall develop a system of cost control for the Work to be provided to Owner in monthly reports, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The CMR shall identify variances between actual and estimated costs and report the variances to the Owner and Architect at regular intervals.
- 2.3.2.8** The CMR will provide administrative, management and related services as required to coordinate work of the Subcontractors with each other and with the activities and responsibilities of the CMR, the Owner, and the Architect to complete the Project in accordance with Owner's objectives for cost, time and quality and provide sufficient organization, personnel and management to carry out the requirements of this Agreement.
- 2.3.2.9** The CMR will at all times monitor and update the Project Construction Schedules, consistent with General Conditions Article 11.
- 2.3.2.10** The CMR will provide regular monitoring of the approved GMP showing actual costs for activities in progress and estimates for uncompleted tasks.

- 2.3.2.11** The CMR, in conjunction with the Architect, shall incorporate the United States Green Building Council's Leadership in Energy & Environment Design ("LEED") Green Building Rating system (latest version) to achieve LEED Silver level of certification throughout the design, construction and operation of the Project. The CMR shall make a good faith effort to comply with the LEED requirements but is not responsible for the final rating received from the United States Green Building Council. The CMR shall cause the construction work to conform to the LEED construction document requirements. This LEED certification shall be supported by independent third party commissioning in compliance with the requirements of the Connecticut Compliance Manual for High Performance Buildings to ensure that the long-term operation of the Project complies with this standard.
- 2.3.2.12** The CMR shall cause the Mechanical, Electrical and Plumbing (MEP) Subcontractors to provide commissioning support services and testing services per the Commissioning Agent's requirements, as part of their respective positions relative to the Work.
- 2.3.2.13** The CMR will, consistent with the requirements of the project schedule and budget, endeavor to prevent and eliminate the necessity or requirement for any Changes to the Work and to the extent such changes are nevertheless determined to be necessary or desired by the Owner, make recommendations to the Architect and the Owner, prepare proposed changes orders, review requests for changes, negotiate Subcontractor's change proposals; and if change orders are acceptable, sign change orders prepared by the Architect and Owner.
- 2.3.2.14** The CMR shall compile performance evaluation information for each subcontractor during the performance of the subcontract and shall submit the evaluation information in a format acceptable to the Owner to the DCS Project Manager at **Fifty Percent (50%)** completion and **One Hundred Percent (100%)** completion of each subcontract.

END

**ARTICLE 1
DEFINITIONS**

1.77 SUBCONTRACTOR:

A Subcontractor is a person or entity who has a direct contract with the CMR to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

1.78 SUB-SUBCONTRACTOR: A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

**ARTICLE 6
SEPARATE CONTRACTS**

6.1 The Owner reserves the right to perform Work in connection with the Contract with the Owner's own forces, or to let separate contracts relating to the Contract (Project) site or in connection with Work on adjoining sites. In such cases, the CMR shall afford such parties reasonable opportunity for storage of materials and equipment and coordinate and connect the Work with the work on adjoining sites or other Projects, and shall fully cooperate with such parties in the matter required under Article 7 Cooperation Of Trades herein.

6.2 Contractors working in the same vicinity shall cooperate with one another and, in case of dispute, decision of the Owner shall be final and binding to all Contractors involved, including Contractors under separate Contracts.

6.3 The CMR shall assume all liability, financial or otherwise, in connection with this Contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience or delay which the CMR may cause other Contractors. If the CMR experiences a loss because of the presence and operations of other Contractors working adjacent to or within the limits of the same Project, then as between the Owner and the CMR, the CMR shall bear such loss.

6.4 Insofar as possible, the CMR shall arrange the Work and shall place and dispose of the materials being used so as not to interfere with the operations of other Contractors adjacent to or within the limits of the same Project. The CMR shall join its Work with that of other Contractors in an acceptable manner, and perform the Work in proper accordance with that of the others.

6.5 In no event shall the Owner be responsible for any claim or damages that are the result of the CMR's failure to coordinate the Work with any other Contractor or Subcontractor.

**ARTICLE 7
COOPERATION OF TRADES**

7.1 The CMR shall be responsible for and shall control all activities of their Subcontractors. The Subcontractors shall consult and cooperate with one another. Each Subcontractor shall furnish all necessary information to other Subcontractors and shall lay out and install their own Work so as to avoid any delays or interference with the Work of others.

7.2 Any cost or changes, cutting and/or repairing, made necessary by the failure to observe the above requirements shall be borne by the party or parties responsible for such failure or neglect or their Subcontractors' faulty Work installed.

**ARTICLE 9
MINIMUM WAGE RATES**

9.1 In accordance with the provisions of the Connecticut General Statutes Section 31-53, the following applies:

"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 (h) of this section, 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 public works project is being constructed. 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 payday."

9.2 Each Contractor who is awarded a Contract on or after October 1, 2002 shall be subject to provisions of the Connecticut General Statutes, Section 31-55a "Annual Adjustments to wage rates by contractors doing state work."

No wage adjustment will be made to the Contract for any wage increase under this Article.

ARTICLE 10
POSTING MINIMUM WAGE RATES

10.1 The CMR and every Subcontractor performing work for the Owner subject to Connecticut General Statutes Sections 31-53 or 31-54, shall post at conspicuous points on the site of the Contract a Schedule showing all determined wage rates for all trades and all authorized deductions, if any, from wages to be paid.

ARTICLE 29
DELIVERY OF STATEMENT SHOWING AMOUNTS DUE FOR WAGES, MATERIALS, AND SUPPLIES

29.1 For each Application for Payment under this Contract, the Owner reserves the right to require the CMR and every Subcontractor to submit a written verified statement, in a form satisfactory to the Owner, showing in detail all amounts then due and unpaid by such CMR or Subcontractor for daily or weekly wages to all laborers employed by it for the performance of the Work or to other persons for materials, equipment or supplies delivered at the site.

29.2 The term "laborers" as used herein shall include workmen, workwomen, and mechanics.

29.3 Failure to comply with this requirement may result in the Owner withholding the Application for Payment pursuant to Article 28 Progress Payments.

ARTICLE 32
OWNER'S RIGHT TO WITHHOLD PAYMENTS

32.1 The Commissioner may withhold a portion of any Payment due the CMR that may, in the judgment of the Commissioner, be necessary:

32.1.1 To assure the payment of just claims then due and unpaid to any persons supplying labor or materials for the Work.

32.1.2 To protect Owner from loss due to defective, unacceptable or non-conforming Work not remedied by the CMR.

32.1.3 To protect the Owner from loss due to injury to persons or damage to the Work or property of other Contractors, Subcontractors, or others caused by the act or neglect of the CMR or any of its Subcontractors.

32.1.4 To assure that CMR performs the required Seasonal and/or Approved Deferred Functional Performance Testing Certifying Functional Completion of those systems.

32.2 The Owner shall have the right to apply any amount withheld under this Article as the Owner may deem proper to

satisfy protection from claims. The amount withheld shall be considered a payment to the CMR.

32.3 The Owner has the right to withhold payment if the CMR fails to provide timely and accurate submissions and submission updates of all required submittals, and reports, including but not limited to the following:

32.3.1 As-Built Drawings;

32.3.2 Request For Information (RFI) Logs;

32.3.3 CPM Schedules;

32.3.4 Submittal Logs;

32.3.5 Change Order Log;

32.3.6 Certified Payrolls;

32.3.7 Construction Waste Management Calculations and/or Reports and/or Plans;

32.3.8 Lien Waivers;

32.3.9 Daily Reports; and

32.3.10 All other requirements of the Contract Documents.

32.4 If a Subcontractor refuses to furnish a release or waiver required by the Owner, the CMR may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the CMR shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

ARTICLE 34
SUBLETTING OR ASSIGNING OF CONTRACT

34.1 The Contract or any portion thereof, or the Work provided for therein, or the right, title, or interest of the CMR therein may not be sublet, sold, transferred, assigned, or otherwise disposed of to any person, firm, or corporation without the written consent of the Commissioner.

34.2 No person, firm, or corporation other than the CMR to whom the Contract was awarded shall be permitted to commence Work at the site of the Contract until such consent has been granted.

ARTICLE 37
HOURS OF WORK

37.1 No person shall be employed to work or be permitted to work more than eight (8) hours in any Day or more than forty (40) hours in any week for any Work provided in the Contract, in accordance with Connecticut General Statute Section 31-57.

37.2 The operation of such limitation of hours of work may be suspended during an emergency, upon the approval of the Commissioner, in accordance with Connecticut General Statute Section 31-57.

End
Section 00 72 23

4.3 - Option 3
Design-Build (D-B):

01 29 76 PROGRESS PAYMENT PROCEDURES

- A. Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Summary:**
1. This Section specifies procedures for preparation and submittal of the Design-Builders Applications for Payment.
 2. **Related Sections:** The following Sections contain requirements that relate to this Section.
 - 2.1 **Division 00, 00 21 16.02 D-B Notice to Bidders:** Article 3.
 - 2.2 **General Conditions:** Articles: 25 "Schedule of Values, Application for Payment"; 26 "Partial Payments"; 19 "Final Payment"; and 30 "Owner's Right to Withhold Payments".
 - 2.3 Division 01 Section 01 32 16 "Design-Construction Progress Schedules" for requirements for construction scheduling and reporting progress of work.
 - 2.4 Division 01 Section 01 33 00 "Submittal Procedures".
 - 2.5 Division 01 Section 01 77 00 "Closeout Procedures" for requirements for Final Payment.
- C. Schedule of Values:** the Design-Builder shall submit the "Schedule of Values" (Continuation Sheet from the Application and Certification for Payment), on a form provided by the owner, to the Construction Administrator at the earliest possible date but no later than **fourteen (14)** Calendar Days after the Contract Start Date. A separate "Schedule of Value" (Continuation Sheet from the Application and Certification for Payment) shall be provided for each Phase identified in this Division 01, Section **01 12 16 Work Sequence - Phase(s)**.
1. **Format and Content:** Use the electronic media printout Schedule of Values form (Continuation Sheet from the Application and Certification for Payment) as approved and/or provided by the Owner as a guide to establish the format for the Schedule of Values (Continuation Sheet from the Application and Certification for Payment). Provide at least one line item for each of the Specification Section on the electronic media printout.
 2. **Identification:** Project identification on the Schedule of Values shall include, but not be limited to, the following:
 - 2.1 **Owner;**
 - 2.2 **Project Number;**
 - 2.3 **Project Name;**
 - 2.4 **Project Location;**
 - 2.5 **Design Builder's name and address.**
 3. Arrange the "Schedule of Values" (Continuation Sheet from the Application and Certification for Payment) in tabular format as provided by the Owner, containing separate columns including, but not limited to, the following Items:
 - 3.1 **Item Number;**

3.2. Description of Work with Related Specification Section or Division Number;

3.3. Scheduled Values broken down by description number, type material, and units of each material;

3.4. Name of Design Builder's subcontractor;

3.5. Name of manufacturer or fabricator;

3.6. Name of supplier;

3.7. Retainage;

3.8. Contract sum in sufficient detail.

4. Percentage of D-B Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

5. Provide a breakdown of the D-B Agreement Contract Price in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break Design Builder's principal subcontract amounts down into several line items.

6. Round amounts to nearest whole dollar; the total shall equal the D-B Agreement Contract Price.

7. **General Conditions:** Show line items for indirect costs and margins on actual costs only when such items are listed individually in Continuation Sheet from the Applications and Certification for Payment. Each item in the Schedule of Values Continuation Sheet from the Applications and Certification for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.

7.1 Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values Continuation Sheet from the Applications and Certification for Payment or distributed as general overhead expense, at the Design-Builder's option.

D. Applications for Payment:

1. Each Application for Payment shall be consistent with previous applications and payments as certified by the Design-Builder's Architect and Construction Administrator and paid for by the Owner.

1.1 The initial "Application for Payment", the "Application for Payment" at time of "Substantial Completion", and the final "Application for Payment", involve additional requirements.

2. **Payment-Application Terms:** The Owner will process monthly progress payments. The Design-Builder may submit applications for payment on a monthly basis.

3. **Payment-Application Forms:** Use the "Application for Payment" form as required by the Owner. Present the required information on electronic media printout or Owner approved form; multiple pages should be used if required.

3.1 For each item, provide a column including but not limited to the following items:

3.2 Item Number.

3.4 Description of Work and Related Specification Section or Division.

3.5 Scheduled Value, break down by units of material and units of labor.

3.6 Work Completed from previous application.

3.7 Work Completed this period.

3.7.1 **Materials presently stored.**

3.7.2 **Total Completed and stored to date of application.**

3.7.3 **Percentage of Completion.**

3.7.4 **Balance to Finish.**

3.7.5 **Retainage.**

E. Application Preparation: Complete every entry on the Application form. At the time of Final Payment only, include an executed Application form by a person authorized to sign legal documents on behalf of the Design-Builder. The Construction Administrator will return incomplete Applications without action.

1. Entries shall match data on the "Schedule of Values".
2. Include amounts of Change Orders issued prior to the last day of the construction period covered by the application.

F. Transmittal: Except for final payment, submit to the Construction Administrator by a method ensuring receipt within **forty-eight (48)** hours. **One (1)** complete, signed and notarized original of each Application for Payment, including lien waivers and similar attachments when required, along with **six (6)** copies. For Final Payment, **nine (9)** complete, signed and notarized copies shall be submitted.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Architect.

G. Applications for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment and all subsequent Application for Payments including, but not limited to, the following items:

1. List of subcontractors and suppliers' name, FEIN/Social Security numbers, and Connecticut Tax Registration Numbers;

2. List of principal suppliers and fabricators;
3. Schedule of Values;
4. Design-Builder's Design-Construction Schedule (preliminary if not final);
5. Schedule of principal products;
6. Submittal Schedule (preliminary if not final);
7. List of Design-Builder's staff assignments;
8. List of Design-Builder's principal consultants;
9. Copies of all applicable permits;
10. Copies of authorizations and licenses from governing authorities for performance of the Work;

11. Proof that subcontractors have been paid amounts included on the Design-Builder's Application for Payment within **thirty (30) days after the Owner has paid the Design-Builder for the particular Application for Payment in accordance with Connecticut General Statute § 49-41a (a)(1).**

12. Releases of Lien from subcontractors with amounts included on the Design-Builder's Application for Payment when Design-

Builder has been paid by the Owner for the particular Application for Payment but the Design-Builder's subcontractors have not been paid.

13. Proof that as-built documents are updated as required by Section 01 77 00 "Closeout Procedures."
14. Initial as-built survey and damage report, if required.
15. Update the "Design-Builder's Master Subcontract Agreement List" and submit copies all recently executed Subcontract Agreements in accordance with CGS § 4b-96.
 - 15.1 The "Design-Builder's Master Subcontract Agreement List" shall list all Subcontract Agreements in order of Contract Sum magnitude (from high to low) in the following format:

Design-Builder's Master Subcontract Agreement List				
Subcontractor Name	Minority Or Small Business Designation	Trade	Address	Contract Sum

16. In accordance with 42-158j (b):
 Each payment requisition submitted shall include a statement showing the status of all pending construction change orders, other pending change directives and approved changes to the original contract or subcontract. Such statement shall identify the pending construction change orders and other pending change directives, and shall include the date such change orders and directives were initiated, the costs associated with their performance and a description of any work completed. As used in this section, "pending construction change order" or "other pending change directive" **means an authorized directive for extra work that has been issued to a contractor or a subcontractor and identified by an official Change Order Number or Construction Change Directive Number assigned by the State of Connecticut.**

- H. **Application for Payment at Substantial Completion:** Following issuance of the Certificate of Substantial Completion submit an Application for Payment form; use the form as required by the Owner. Present the required information on electronic media printout as applicable that include, but are not limited, to the following:
 1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
 2. Administrative actions and submittals that shall precede or coincide with this application include, but are not limited to, the following:
 - 2.1 **Occupancy permits and similar approvals;**
 - 2.2 **Warranties (guarantees) and maintenance agreements;**
 - 2.3 **Test/adjust/balance records;**
 - 2.4 **Maintenance instructions;**

- 2.5 Meter readings;
- 2.6 Startup performance reports;
- 2.7 Changeover information related to Owner's occupancy, use, operation, and maintenance;
- 2.8 Final cleaning;
- 2.9 Application for reduction of retainage and consent of surety;
- 2.10 Advice on shifting insurance coverage;
- 2.11 Final progress photographs;
- 2.12 List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.

I. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include, but are not limited, to the following:

- 1. Completion of Project Closeout requirements.
- 2. Completion of list of items remaining to be completed as indicated on the attachment to the Certificate of Substantial Completion.
- 3. Ensure that unsettled claims will be settled.
- 4. Ensure that incomplete Work is not accepted and will be completed in accordance with a schedule prepared by the Design-Builder which is acceptable to the Owner.
- 5. Transmittal of required Project construction records to the Owner (including as-built documents specified in Section 01 77 00 "Closeout Procedures").
- 6. Certified property survey.
- 7. Proof that taxes, fees, and similar obligations were paid.
- 8. Removal of temporary facilities and services.
- 9. Removal of surplus materials, rubbish, and similar elements (Reference Section 01 74 19 "Construction Waste Management & Disposal").
- 10. Change of door locks to Owner's access.
- 11. The requirements of the General Conditions and Supplementary Conditions for Final Acceptance, Final Completion, Final Inspection, and Final Payment.
- 12. Asbestos, lead or other hazardous material manifests.

13. Completion of "Building Contractor Reporting Form" as supplied by Department of Construction Services, for all Contractors, Subcontractors, Vendors, Suppliers, etc. who work on the Contract. The form includes the following information:

13.1 Contractor/Subcontractor name.

13.2 FEIN/Social Security Numbers

13.3 Connecticut Tax Registration Numbers

13.4 Type of work

13.5 Name of business and address

13.6 Remittance address.

End
Section 01 20 00
Price And Payment Procedures

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES

ARCHITECT'S CONTRACT FOR DESIGN/BUILD CRITERIA:
Programming, Request for Proposals (RFP) Development, Project Design Oversight, and
Construction Observation

PROJECT NUMBER: BI-OO -000 DB
CONTRACT NUMBER: BI-OO-000-DBCA

This contract is entered into this _____ day of _____, 2012, by and between the State of Connecticut, hereinafter called the "State," acting herein by its Commissioner of the Department of Administrative Services (DAS), under the provisions of Sections 4-8 and 4b-1 of the Connecticut General Statutes, as revised and/or amended, and

Architect Name
Address
Town/City, CT 00000

hereinafter called the "Architect" or "DBCA" (Design Build Criteria Architect) for certain services herein designated in connection with the project entitled:

Project title
Location
Newington, CT

WITNESSETH, that the parties hereto, in consideration of the mutual covenants, terms and conditions herein contained, do hereby agree as follows:

EXHIBIT A

Project title
Location
Town/City, CT
Project No. BI-OO-000 DB
Contract No. BI-OO-000-DBCA

SECTION II - SPECIFIC SCOPE OF SERVICES

A. General:

1. Design Build Criteria Architect (DBCA or Architect): The role of the DBCA will include the development of the operational and programming needs for the new facility; review of design alternatives for the project; development of the project requirements; development of an RFP to be used by DCS to solicit DB Entity Teams; and to assist DCS through the project's DB process. In addition to architectural services, planning and engineering disciplines such as specialized planning/programming, civil, mechanical, electrical, plumbing (MEP), and fire protection will be included by the DBCA. The structural needs for the project can vary and therefore will be addressed by the individual DB Entity Team submissions. However, the DBCA will retain a Structural Engineer for limited design review during the Design Oversight and Construction Observation phases. The framework for phasing and particular tasks to be included in the DBCA's scope of services is as described herein.

1. **Design Build Entity (DB Entity):** For the purposes of this contract the DB Entity shall be defined as a person, partnership, corporation, or other legal entity that will provide appropriately licensed contracting, architectural and engineering services or any other services necessary for the design and construction of this project.
2. **Design Build Entity Team (DB Entity Team):** Includes any person, partnership, corporation or other legal entity that provides licensed contracting, architectural and engineering services or any other necessary services for the DB Entity.

B. Scope of Services

3. Phase 3 – Construction Observation:

- 3.1 Attend pre-construction meeting, conducted by the DB Entity Team to confirm DCS and State Agency's expectations and to establish the course of action to be taken to achieve the construction schedule requirements.
- 3.2 Attend weekly job meetings.
- 3.3 Review and comment on select alternative submittal items for conformance with RFP, periodic payment requisitions, requests for design-build agreement amendments and items prerequisite to project close out.
- 3.4 Provide construction observation services at the project site to monitor and observe the work in progress, evaluate compliance with DB agreement, RFP and construction documents and report findings to DCS. The total time for this service is approximately twenty (20) hours of service per week by the DBCA, sixteen (16) hours per week between the mechanical, electrical, plumbing & fire protection engineering consultant, four (4) hours per week by the structural engineering consultant and four (4) hours per week by the site/civil engineering consultant over an estimated sixteen (16) month construction period plus closeout. The number of hours by each discipline would be an average over the construction schedule duration and could vary on a week-to-week basis depending on the observation required by each discipline. These hours of service include attending the weekly job meetings.
- 3.5 Inspect the facility with the DB Entity Team, State Agency DCS and other state agencies prior to completion, and develop a punch list of items to be completed. Monitor, inspect and review the incomplete work and the corrected work through final acceptance and through the completion of all incomplete work and correction of defective work identified in the punch list and/or in the Certificate of Acceptance issued by DCS to the DB builder or contractor.
- 3.6 Review the DB Entity Team's applications for payment and provide recommendation for approval or disapproval.
- 3.7 Review of DB Entity shop drawings, samples, submittals and materials submissions.
- 3.8 Attend project close out meetings and review punch list items for completion and items stated in the Certificate of Acceptance for completion or correction, as the case may be.
- 3.9 Process all close out documents in accordance with DCS project close out procedures.
- 3.10 Update DCS's management program PMWeb.

1. Phase 3 Construction Observation :

- 1.1 DBCA will provide DCS the following for the deliverables referenced under Phase 3 of Section B:
 - one (1) hard copy and a PDF of the documents which includes, but is not limited to, weekly reports, photos, and updating DCS management program PMWeb.

End
Design-Build Criteria Architect's Contract
For D -B Projects

Article 1 Definitions

Except as otherwise defined herein, all capitalized terms shall have the meaning ascribed to them as set forth in the Design-Build Agreement.

- 1.3 **Application For Payment, Partial Payment, or Requisition:** Design-Builder's certified request for payment for completed portions of the Work and, if the Agreement so provides, for materials or equipment suitably stored pending their incorporation into the Work.
- 1.7 **Final Payment:** The last payment made by the Owner to the Design-Builder, made after the Owner issues a Certificate of Acceptance and all unfulfilled contract items are completed or corrected in accordance with the requirements of the Contract Documents. Payment shall include the entire unpaid balance of the Contract Price as adjusted by Amendments.
- 1.16 **Retainage:** A percentage of each Application for Payment and a percentage of the total Contract Price retained by the Owner.
- 1.22 **Supplier or Vendor:** Any individual or business entity that contracts with the Design-Builder to provide materials or equipment.

Article 6 Separate Contracts

- 6.1 The Owner reserves the right to perform Work in connection with the Project with the Owner's own forces, or to let separate contracts relating to the Project site or in connection with work on adjoining sites. In such cases, the Design-Builder shall afford such parties reasonable opportunity for storage of materials and equipment and coordinate and connect the Work with the work on adjoining sites or other projects, and shall fully cooperate with such parties in the matter required under Article 7 herein.
- 6.2 Contractors and Subcontractors working in the same vicinity shall cooperate with one another and, in case of dispute; decision of the Owner shall be final and binding to all Contractors and Subcontractors involved, including contractors under separate Contracts with the Owner.
- 6.3 The Design-Builder shall assume all liability, financial or otherwise, in connection with this Contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience or delay which the Design-Builder may cause other Contractors. If the Design-Builder experiences a loss because of the presence and operations of other Contractors working adjacent to or within the limits of the Project, then as between the Owner and the Design-Builder, the Design-Builder shall bear such loss.
- 6.4 Insofar as possible, the Design-Builder shall arrange the Work and shall place and dispose of the materials being used so as not to interfere with the operations of other contractors adjacent to or within the limits of the same Project. The Design-Builder shall join its Work with that of others in an acceptable manner, and perform the Work in proper accordance with that of the others.
- 6.5 In no event shall the Owner be responsible for any claim or damages that are the result of the Design-Builder's failure to coordinate the Work with any contractor or subcontractor.

Article 7 Cooperation Of Trades

- 7.1 The Design-Builder shall be responsible for and shall control all activities of its Contractors and Subcontractors. The Contractors and Subcontractors shall consult and cooperate with one another. Each shall furnish all necessary information to each other and shall layout and install their own portion of the Work so as to avoid any delays or interference with the Work of others.

- 7.2** Any cost or changes, cutting and/or repairing, made necessary by the failure to observe the above requirements shall be borne by the party or parties responsible for such failure or neglect or their faulty Work installed.

Article 8 Minimum Wage Rates

- 8.1** Each Design-Builder's contractor or subcontractor performing work for the Owner are subject to the provisions of CGS 31-53, as amended.
- 8.2** Each Design-Builder shall:
- 8.2.1** Keep, maintain and preserve such records relating to the wages and hours worked by each person performing the work of any mechanic, laborer and worker and a schedule of the occupation or work classification at which each person performing the work of any mechanic, laborer or worker on the project is employed during each work day and week in such manner and form as the Labor Commissioner establishes to assure the proper payments due to such persons or employee welfare funds under CGS 31-53;
- 8.2.2** The Design-Builder shall provide weekly certified payrolls to the Owner for all persons working on the site.
- 8.3** In accordance with CGS §31-55a, as amended, each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor. Such prevailing wage adjustment will not be considered a matter for an Agreement Amendment.

Article 9 Posting Minimum Wage Rates

- 9.1** Every contractor or subcontractor performing work for the state subject to the provisions of section 31-53, as amended, shall post the prevailing wages as determined by the Connecticut Labor Commissioner in prominent and easily accessible places at the site of work or at such place or places as are used to pay its employees their wages.

Article 27 Delivery Of Statement Showing Amounts Due For Wages, Materials, And Supplies

- 27.1** For each Application for Payment under the Agreement, the Owner reserves the right to require the Design-Builder's Contractor and Subcontractors to submit a written verified statement, in a form satisfactory to the Owner, showing in detail all amounts then due and unpaid by such Design-Builder's Contractor and Subcontractors daily or weekly wages to all laborers employed by them for the performance of the Work or to other persons for materials, equipment or supplies delivered at the site.
- 27.2** The term laborers as used herein shall include workmen, workwomen, and mechanics.
- 27.3** Failure to comply with this requirement may result in the Owner withholding the Application for Payment pursuant to Article 26.

Article 30 Owner's Right To Withhold Payments

- 30.1** The Owner may withhold a portion of any payment due the Design-Builder that may, in the judgment of the Owner, be necessary:
- 30.1.1** To assure the payment of just claims then due and unpaid to any persons supplying labor or materials for the Work.
- 30.1.2** To protect Owner from loss due to defective, unacceptable or non-conforming Work not remedied by the Design-Builder.

30.1.3 To protect the Owner from loss due to injury to persons or damage to the Work or property of other Contractors, Subcontractors, or others caused by the act or neglect of the Design Builder's Contractor or any of its Subcontractors.

30.2 The Owner shall have the right to apply any amount withheld under this section as the Owner may deem proper to satisfy protection from claims. The amount withheld shall be considered a payment to the Design-Builder.

30.3 The Owner has the right to withhold payment if the Design-Builder fails to provide accurate submissions of submittals, update the status of, but not limited to the following:

- 30.3.1** as-built documents;
- 30.3.2** request for information (RFI) log;
- 30.3.3** schedule;
- 30.3.4** submittal log;
- 30.3.5** change log;
- 30.3.6** certified payrolls
- 30.3.7** daily reports; and
- 30.3.8** all other requirement of the Contract Documents.

30.4 Neither Final Payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner through the Construction Administrator:

30.4.1 An affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied;

30.4.2 A certificate evidencing that insurance required by the Contract Documents to remain in force after Final Payment is currently in effect and will not be canceled or allowed to expire until at least 29 days' prior written notice has been given to the Owner;

30.4.3 A written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents;

30.4.4 Consent of surety, if any, to Final Payment and

30.4.5 If required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Agreement, to the extent and in such form as may be designated by the Owner.

30.5 If a Design-Builder's Contractor or Subcontractor refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

Article 33 Hours Of Work

33.1 No person shall be employed to work or be permitted to work more than eight (8) hours in any day or more than forty (40) hours in any week for any Work provided in the Agreement, in accordance with CGS §31-57.

33.2 The operation of such limitation of hours of work may be suspended during an emergency, upon the approval of the Owner, in accordance with CGS §31-57.

Article 34 Days Of Work

- 34.1** Working Calendar Days include all days that the Design-Builder is permitted to execute the Work or employ any person to execute the Work within the Agreement.
- 34.2** Non-working Calendar Days include all Saturdays, Sundays, Legal State Holidays and any other days identified in the Contract Documents that the Design-Builder is not permitted to execute the Work or employ any person to execute the Work. The restriction of non-working Calendar Days may be suspended upon the approval or direction of the Owner.

End

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General Conditions of the Contract For Construction (D-B)

TAB 5

Appendices:

***5.1 - Appendix A
Connecticut General Statutes:***

Option 3: Design - Bid Project Delivery Method:

Chapter 59 - State Real Property:

§4b-24b. Construction contracts. Total cost basis projects. Requirements.

(a) Whenever realty uses designed uniquely for state use and for periods over five years are concerned, the Commissioner of Administrative Services shall, whenever practicable, attempt to construct on state-owned land. Whenever the Commissioner of Administrative Services has established specific plans and specifications for new construction on state land or new construction for sale to the state: (1) If it appears to the commissioner that the cost of the project shall be less than one million five hundred thousand dollars, contracts shall be made, where practicable, through a process of sealed bidding as provided in section 4b-91, as amended by this act, relating to projects in excess of one million five hundred thousand dollars; (2) if it appears to the commissioner that the space needs of the requesting agency are less than five thousand square feet, the commissioner shall, whenever practicable, carry on advertising, in accordance with the provisions of section 4b-34 relating to projects in excess of five thousand square feet, in order to allow an equal opportunity for third parties to do business with the state without regard to political affiliation, political contributions or relationships with persons in state, federal or local governmental positions.

(b) The commissioner may designate projects to be accomplished on a total cost basis for (1) new facilities to provide for the substantial space needs of a requesting agency, (2) the installation of mechanical or electrical equipment systems in existing state facilities, or (3) the demolition of any state facility that the commissioner is authorized to demolish under the general statutes. If the commissioner designates a project as a designated total cost basis project, the commissioner may enter into a single contract with a private developer which may include such project elements as site acquisition, architectural design and construction. The commissioner shall select a private developer from among the developers who are selected and recommended by the award panels established in this subdivision. All contracts for such designated projects shall be based on competitive proposals received by the commissioner, who shall give notice of such project, and specifications for the project, by advertising, at least once, in a newspaper having a substantial circulation in the area in which such project is to be located. No contract which includes the construction, reconstruction, alteration, remodeling, repair or demolition of any public building for work by the state for which the total cost is estimated to be more than five hundred thousand dollars may be awarded to a person who is not prequalified for the work in accordance with section 4a-100. The commissioner shall determine all other requirements and conditions for such proposals and awards and shall have sole responsibility for all other aspects of such contracts. Such contracts shall state clearly the responsibilities of the developer to deliver a completed and acceptable product on a date certain, the maximum cost of the project and, as a separate item, the cost of site acquisition, if applicable. No such contract may be entered into by the commissioner without the prior approval of the State Properties Review Board and unless funding has been authorized pursuant to the general statutes or a public or special act.

Option 1 & Option 1A: Design – Bid – Build Project Delivery Methods:

Chapter 60 - Construction And Alterations Of State Buildings:

§4b 91. Bidding for public building contracts. Prequalification requirements.

(a) (1) As used in this section, "prequalification classification" means the prequalification classifications established by the Commissioner of Administrative Services pursuant to section 4a-100, "public agency" has the same meaning as provided in section 1-200 and "awarding authority" means the Department of Administrative Services, except "awarding authority" means (A) the Joint Committee on Legislative Management, in the case of a contract for the construction of or work on a building or other public work under the supervision and control of the joint committee, or (B) the constituent unit of the state system of higher education, in the case of a contract for the construction of or work on a building or other public work under the supervision and control of such constituent unit. (2) Except as provided in subdivision (3) of this subsection, every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or any other public work by the state that is estimated to cost more than five hundred thousand dollars shall be awarded to the lowest responsible and qualified general bidder who is prequalified pursuant to section 4a-100 on the basis of competitive bids in accordance with the procedures set forth in this chapter, after the awarding authority has invited such bids by posting notice on the State Contracting Portal. The awarding authority shall indicate the prequalification classification required for the contract in such notice. (3) The requirements set forth in subdivision (2) of this subsection shall not apply to (A) a public highway or bridge project or any other construction project administered by the Department of Transportation, or (B) a contract awarded by the Commissioner of Administrative Services for (i) any public building or other public works project administered by the Department of Administrative Services that is estimated to cost more than five hundred thousand dollars but less than one million five hundred thousand dollars, (ii) a community court project, as defined in subsection (j) of section 4b-55, (iii) the downtown Hartford higher education center project, as defined in subsection (l) of section 4b-55, (iv) a correctional facility project, as defined in subsection (m) of section 4b-55, (v) a juvenile detention center project, as defined in subsection (n) of section 4b-55, or (vi) a student residential facility for the Connecticut State University System that is a priority higher education facility project, as defined in subsection (f) of section 4b-55. (4) Every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or any other public work by a public agency that is paid for, in whole or in part, with state funds and that is estimated to cost more than five hundred thousand dollars shall be awarded to a bidder that is prequalified pursuant to section 4a-100 after the public agency has invited such bids by notice posted on the State Contracting Portal, except for (A) a public highway or bridge project or any other construction project administered by the Department of Transportation, or (B) any public building or other public works project administered by the Department of Administrative Services that is estimated to cost more than five hundred thousand dollars but less than one million five hundred thousand dollars. The awarding authority or public agency, as the case may be, shall indicate the prequalification classification required for the contract in such notice. (5) Every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or other public works project administered by the Department of Administrative Services that is estimated to cost more than five hundred thousand dollars but less than one million five hundred thousand dollars shall be awarded, where practicable, through a process of sealed bidding developed by the Commissioner of Administrative Services. The process to be developed by the commissioner shall be different from the process required under this chapter and shall include, but not be limited to, the solicitation of bids from (A) at least three contractors from a list of preselected contractors, or (B) all available contractors from a list of preselected contractors if fewer than three are available, who are deemed by the commissioner to possess the skill, ability and integrity necessary to perform the specific scope of work for the purpose of providing construction services to the state.

§4b 91. (Continued):

(b) The awarding authority shall determine the manner of submission and the conditions and requirements of such bids, and the time within which the bids shall be submitted, consistent with the provisions of this section and sections 4b-92 to 4b-96, inclusive. Such award shall be made not later than ninety days after the opening of such bids. If the general bidder selected as the general contractor fails to perform the general contractor's agreement to execute a contract in accordance with the terms of the general contractor's general bid and furnish a performance bond and also a labor and materials or payment bond to the amount specified in the general bid form, an award shall be made to the next lowest responsible and qualified general bidder, or, in the case of a contract awarded by the Department of Administrative Services under subdivision (5) of subsection (a) of this section, to another qualified preselected contractor. No employee of an awarding authority with decision-making authority concerning the award of a contract and no public official, as defined in section 1-79, may communicate with any bidder prior to the award of the contract if the communication results in the bidder receiving information about the contract that is not available to other bidders, except that if the lowest responsible and qualified bidder's price submitted is in excess of funds available to make an award, the awarding authority may negotiate with such bidder and award the contract on the basis of the funds available, without change in the contract specifications, plans and other requirements. If the award of a contract on such basis is refused by such bidder, the awarding authority may negotiate with other contractors who submitted bids in ascending order of bid prices without change in the contract, specifications, plans and other requirements. In the event of negotiation with general bidders as provided in this section, the general bidder involved may negotiate with subcontractors on the same basis, provided such general bidder shall negotiate only with subcontractors named on such general bidder's general bid form.

(c) No person may bid on a contract or perform work pursuant to a contract that is subject to the provisions of subsection (a) of this section unless the person is prequalified in accordance with section 4a-100.

(d) Each bid submitted for a contract described in subsection (c) of this section shall include an update bid statement in such form as the Commissioner of Administrative Services prescribes and, if required by the public agency soliciting such bid, a copy of the prequalification certificate issued by the Commissioner of Administrative Services. The form for such update bid statement shall provide space for information regarding all projects completed by the bidder since the date the bidder's prequalification certificate was issued or renewed, all projects the bidder currently has under contract, including the percentage of work on such projects not completed, the names and qualifications of the personnel who will have supervisory responsibility for the performance of the contract, any significant changes in the bidder's financial position or corporate structure since the date the certificate was issued or renewed, any change in the contractor's qualification status as determined by the provisions of subdivision (6) of subsection (c) of section 4a-100 and such other relevant information as the Commissioner of Administrative Services prescribes. Any bid submitted without a copy of the prequalification certificate, if required by the public agency soliciting such bid, and an update bid statement shall be deemed invalid. Any public agency that accepts a bid submitted without a copy of such prequalification certificate, if required by such public agency soliciting such bid, and an update bid statement may become ineligible for the receipt of funds related to such bid.

(e) Any person who bids on a contract described in subsection (c) of this section shall certify under penalty of false statement at the conclusion of the bidding process that the information in the bid is true, that there has been no substantial change in the bidder's financial position or corporate structure since the bidder's most recent prequalification certificate was issued or renewed, other than those changes noted in the update bid statement, and that the bid was made without fraud or collusion with any person.

§4b 91. (Continued):

(f) Any person who receives information from a state employee or public official that is not available to the general public concerning any construction, reconstruction, alteration, remodeling, repair or demolition project on a public building or any other public work prior to the date that a notice for bids on the project is posted shall be disqualified from bidding on the project.

(g) Notwithstanding the provisions of this chapter regarding competitive bidding procedures, the commissioner may select and interview at least three responsible and qualified general contractors who are prequalified pursuant to section 4a-100 and submit the three selected contractors to the construction services award panels process described in section 4b-100a and any regulation adopted by the commissioner. The commissioner may negotiate with the successful bidder a contract which is both fair and reasonable to the state for a community court project, as defined in subsection (j) of section 4b-55, the downtown Hartford higher education center project, as defined in subsection (l) of section 4b-55, a correctional facility project, as defined in subsection (m) of section 4b-55, a juvenile detention center project, as defined in subsection (n) of section 4b-55, or a student residential facility for the Connecticut State University System that is a priority higher education facility project, as defined in subsection (f) of section 4b-55. The Commissioner of Construction Services, prior to entering any such contract or performing any work on such project, shall submit such contract to the State Properties Review Board for review and approval or disapproval by the board, pursuant to subsection (i) of this section. Any general contractor awarded a contract pursuant to this subsection shall be subject to the same requirements concerning the furnishing of bonds as a contractor awarded a contract pursuant to subsection (b) of this section.

(h) Any agency that seeks to have a project awarded without being subject to competitive bidding procedures shall certify to the joint committee of the General Assembly having cognizance of matters relating to government administration and elections that the project is of such an emergency nature that an exception to the competitive bidding procedures of this section is required. Such certification shall include input from all affected agencies, detail the need for the exception and include any relevant documentation.

(i) In the event that the General Assembly approves legislation authorizing an exception to the competitive bidding process for a project, the State Properties Review Board shall complete a review of the contract for such project and approve or disapprove such contract no later than thirty days after the Commissioner of Construction Services submits such contract to the board. Such review shall be conducted in accordance with the provisions of section 4b-3. In the event that such review does not occur within the thirty-day period prescribed by this subsection, such contract shall be deemed to be approved.

(j) No person whose subcontract exceeds five hundred thousand dollars in value may perform work as a subcontractor on a project for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or any other public work by the state or a municipality, except a public highway or bridge project or any other construction project administered by the Department of Transportation, which project is estimated to cost more than five hundred thousand dollars and is paid for, in whole or in part, with state funds, unless, at the time of the bid submission, the person is prequalified in accordance with section 4a-100. The provisions of this subsection shall not apply to [the downtown Hartford higher education center project, as defined in subsection (l) of section 4b-55.

(k) Notwithstanding any provision of this chapter, the Commissioner of Administrative Services may purchase equipment, supplies, materials or other property or services under sections 4a-53 and 4a-66 as required to fulfill his or her responsibilities under this chapter.

§4b-92. “Lowest responsible and qualified bidder” defined. Bid bonds, certified checks, when forfeited.

As used in this chapter and except as otherwise provided, the words “lowest responsible and qualified bidder” shall mean the bidder who is prequalified pursuant to section 4a-100, and whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary to faithful performance of the work based on objective criteria considering past performance and information contained in the update bid statement submitted pursuant to section 4b-91. Essential information in regard to such qualifications shall be submitted with the bid in such form as the awarding authority may require by specification in the bid documents and on the bid form. Every general bid shall be accompanied by a bid bond or a certified check in an amount which shall be ten per cent of the bid, provided no such bid bond or certified check shall be required in relation to any general bid in which the total estimated cost of labor and materials under the contract with respect to which such general bid is submitted is less than fifty thousand dollars. Failure to execute a contract awarded as specified and bid shall result in the forfeiture of such bid bond or certified check. In considering past performance the awarding authority shall evaluate the skill, ability and integrity of bidders in terms of the bidders’ fulfillment of contract obligations and of the bidders’ experience or lack of experience with projects of the nature and scope of the project for which the bids are submitted.

§4b-93. Contract specifications; subtrades, subcontracts.

(a) Every contract subject to this chapter shall include plans and specifications detailing all labor and materials to be furnished thereunder. Such specifications shall have a separate section for each of the following classes of work if, in the estimate of the awarding authority, the class of work will exceed twenty-five thousand dollars: (1) Masonry work; (2) electrical work; (3) mechanical work other than heating, ventilating and air conditioning work; and (4) heating, ventilating and air conditioning work. Such specifications shall also have a separate section for each other class of work for which the awarding authority deems it necessary or convenient.

(b) Each separate section in the specifications provided for by this section shall specify by number each sheet of plans showing work to be done by the subcontractor under such section, and shall require the subcontractor to install all materials to be furnished by him under such section other than materials which, in the opinion of the awarding authority, it is not customary under current trade practices for such subcontractor to install and the installation of which is expressly required by another section of the specifications. Each class of work set forth in a separate section of the specifications pursuant to this section shall be a subtrade designated in the general bid form and shall be the matter of a subcontract made in accordance with the procedure set forth in this chapter.

(c) Whenever the awarding authority has designated a separate section for a class of work, under subsection (a) of this section, the general contractor shall, when applicable, state as part of its application for partial payment that it considers the work required to be done under any such separate section to be fully completed in accordance with the terms of the contract. The awarding authority shall thereupon conduct an inspection of the work in such class, and if it finds that such work has been fully completed in accordance with the terms of the contract, it shall issue a statement certifying that such work is accepted as fully completed, and shall pay the general contractor in full for such work.

§4b-94. Rejection of bids.

In inviting bids, the awarding authority shall reserve the right to reject any or all such general bids, if (1) the awarding authority determines that the general bidder or bidders involved are not competent to perform the work as specified, based on objective criteria established for making such determinations, including past performance and financial responsibility, (2) the low bid price exceeds the amount of money available for the project, (3) the awarding authority determines that the project shall not go forward or (4) the awarding authority finds cause to reject such bids. If the awarding authority rejects any or all bids pursuant to this section, it shall notify each affected bidder, in writing, of the reasons for such rejection.

§4b-95. General bid form requirements. Selection by awarding authority. Subcontractors.

(a) The awarding authority shall furnish to every person applying therefor a form for general bid.

(b) Every general bid submitted for a contract subject to this chapter shall be submitted on a form furnished by the awarding authority. The form provided by the awarding authority shall provide a place for listing the names and prices of subcontractors for the four classes of work specified in subsection (a) of section 4b-93, and for each other class of work included by the awarding authority pursuant to said subsection and state that: (1) The undersigned agrees that if selected as general contractor, he shall, within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of the general bid; (2) the undersigned 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; and (3) the undersigned agrees that each of the subcontractors listed on the bid form will be used for the work indicated at the amount stated, unless a substitution is permitted by the awarding authority. The awarding authority may require in the bid form that the general contractor agree to perform a stated, minimum percentage of work with his own forces.

(c) General bids shall be for the complete work as specified and shall include the names of any subcontractors for the four classes of work specified in subsection (a) of section 4b-93, and for each other class of work for which the awarding authority has required a separate section pursuant to said subsection 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 under section 4b-92. Every general bid which is conditional or obscure, or which contains any addition not called for, shall be invalid; and the awarding authority shall reject every such general bid. The awarding authority shall be authorized to waive minor irregularities which he considers in the best interest of the state, provided the reasons for any such waiver are stated in writing by the awarding authority 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 bid form furnished by the awarding authority, but this sentence shall not be applicable to any failure to furnish prices or information required by this section to be furnished in the form provided by the awarding authority. General bids shall be publicly opened and read by the awarding authority forthwith. The awarding authority shall not permit substitution of a subcontractor for one named in accordance with the provisions of this section 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 bid form; (5) inability to obtain, or loss of, a license necessary for the performance of the particular category of work; (6) failure or inability to comply with a requirement of law applicable to contractors, subcontractors, or construction, alteration, or repair projects; (7) failure to perform his agreement to execute a subcontract under section 4b-96.

§4b-95. (Continued)

(d) The general bid price shall be the price set forth in the space provided on the general bid form. No general bid shall be rejected (1) because of error in setting forth the name of a subcontractor as long as the subcontractor or subcontractors designated are clearly identifiable, or (2) because the plans 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.

(e) Any general contractor who violates any provision of this section shall be disqualified from bidding on other contracts that are subject to the provisions of this chapter for a period not to exceed twenty-four months, commencing from the date on which the violation is discovered, for each violation. The awarding authority shall periodically review the general contractor's subcontracts to insure compliance with such provisions, and shall after each such review prepare a written report setting forth its findings and conclusions.

§4b-95a. Listing of general bidder as a subcontractor on bid form.

If a general bidder customarily performs any of the four classes of work specified in subsection (a) of section 4b-93 or any other class of work included by the awarding authority pursuant to said subsection, the general bidder may list himself as a subcontractor together with his price in the space provided in the bid form. A listed sub-bid so submitted by the general bidder shall be considered on a par with other listed sub-bids, and no such sub-bid by a general bidder shall be considered unless the general bidder can show to the satisfaction of the awarding authority, based on objective criteria established for such purpose, that he customarily performs such subtrade work and is qualified to do the character of work required by the applicable section of the specifications.

§4b-96. Subcontract, form. Procedure on failure of subcontractor to execute subcontract. General bidder's responsibilities.

Within five days after being notified of the award of a general contract by the awarding authority, or, in the case of an approval of a substitute subcontractor by the awarding authority, 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 this section and (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 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 awarding authority. When seeking approval for a substitute subcontractor, the general bidder shall provide the awarding authority 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 awarding authority 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 awarding authority a copy of each executed subcontract within ten days, Saturdays, Sundays and legal holidays excluded, of presentation of a subcontract to such subcontractor. The subcontract shall be in the following form:

§4b-96. Subcontract, form. (Continued)

SUBCONTRACT

THIS AGREEMENT made this day of , 20, by and between a corporation organized and existing under the laws of (a partnership consisting of) (an individual doing business as) hereinafter called the "Contractor" located at (insert complete address) _____, and a corporation organized and existing under the laws of (a partnership consisting of) (an individual doing business as) hereinafter called the "Subcontractor", located at (insert complete address) _____.

WITNESSETH that the Contractor and the Subcontractor for the considerations hereafter named, agree as follows:

1. The Subcontractor agrees to furnish all labor and materials required for the completion of all work specified in Section No. of the specifications for (Name of Subtrade) and the plans referred to therein and addenda No. , and for the (Complete title of project and the project number taken from the title page of the specifications) all as prepared by (Name of Architect or Engineer) for the sum of (\$) and the Contractor agrees to pay the Subcontractor said sum for said work. This price includes the following alternates:

Supplemental No. (s) , , , , , , , .

(a) The Subcontractor agrees to be bound to the Contractor by the terms of the hereinbefore described plans, specifications (including all general conditions stated therein which apply to his trade) and addenda No. , , , and , and , and to assume to the Contractor all the obligations and responsibilities that the Contractor by those documents assumes to the (Awarding Authority) , hereinafter called the "Awarding Authority", except to the extent that provisions contained therein are by their terms or by law applicable only to the Contractor.

(b) The Contractor agrees to be bound to the Subcontractor by the terms of the hereinbefore described documents and to assume to the Subcontractor all the obligations and responsibilities that the Awarding Authority by the terms of the hereinbefore described documents assumes to the Contractor, except to the extent that provisions contained therein are by their terms or by law applicable only to the Awarding Authority.

2. The Contractor agrees to begin, prosecute and complete the entire work specified by the Awarding Authority in an orderly manner so that the Subcontractor will be able to begin, prosecute and complete the work described in this subcontract; and, in consideration thereof, upon notice from the Contractor, either oral or in writing, the Subcontractor agrees to begin, prosecute and complete the work described in this Subcontract in an orderly manner in accordance with completion schedules prescribed by the general contractor for each subcontract work item, based on consideration to the date or time specified by the Awarding Authority for the completion of the entire work.

3. The Subcontractor agrees to furnish to the Contractor, within a reasonable time after the execution of this subcontract, evidence of workers' compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Awarding Authority by the Contractor.

4. The Contractor agrees that no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first forty (40) days following the calendar month in which the claim originated.

5. This agreement is contingent upon the execution of a general contract between the Contractor and the Awarding Authority for the complete work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written.

SEAL

(Type in Name of Subcontractor here)

WITNESS: _____ **By:** _____
 Its _____, Duly Authorized _____ Date _____
Print Name: _____ **Print Name:** _____

SEAL

(Type in Name of Contractor here)

WITNESS: _____ **By:** _____
 Its _____, Duly Authorized _____ / / _____
Print Name: _____ **Print Name:** _____

§4b-97. Arbitration of public works contracts. Section 4b-97 is repealed.

§4b-98. 4b-98, 4b-98a and 4b-99. Definitions. Large public building projects; bidding procedures, contracts and payrolls. Construction management services; invitation of responses and contracts for; regulations. Sections 4b-98, 4b-98a and 4b-99 are repealed, effective June 6, 1996.

§4b-100. Regulations.

(a) The Commissioner of Construction Services shall adopt regulations, in accordance with chapter 54, to implement the provisions of sections 4b-91 to 4b-100, inclusive. Such regulations shall include (1) objective criteria for evaluating the qualifications of bidders, (2) objective criteria for evaluating proposals, and (3) the procedures for evaluating bids after the prequalification status of the bidder has been verified.

(b) The Commissioner of Construction Services shall adopt regulations, in accordance with the provisions of chapter 54, establishing a procedure for promptly hearing and ruling on claims alleging a violation or violations of sections 4b-91 to 4b-100, inclusive. Such claims may be initiated by the Department of Construction Services or any party whose financial interests may be affected by the decision on such a claim.

§4b-100a. Construction services award panels. Screening, interview and selection of contractors. Memoranda re selection. Regulations.

(a) The Department of Construction Services shall establish construction services award panels which shall each consist of six members. Three of such members shall be appointed by the Commissioner of Construction Services, shall be current employees of the Department of Construction Services and shall serve only for deliberations involving the project for which such members are appointed. Two members shall be appointed by the department head of the user agency and one member shall be a neutral party appointed by the commissioner.

(b) A panel established pursuant to this section shall not be deemed to be a board or commission within the meaning of section 4-9a. Such panels shall be the award panels for any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building for the state pursuant to subsection (g) of section 4b-91 and section 4b-24.

(c) For each applicable contract, the commissioner shall designate one panel to screen all submitted proposals and establish a list of bidders to be interviewed and shall designate a separate panel consisting of different members to interview bidders on the list and submit a list of recommended contractors to the commissioner ranked in order of preference with the most qualified bidder listed first.

(d) The commissioner shall designate one voting member on each panel to serve as chairperson. The chairperson shall moderate the committee, collect votes and compile the results.

§4b- 100a. (Continued)

(e) Each award panel shall prepare a memorandum on the selection process indicating (1) how the evaluation criteria were applied by each panel member to determine the most qualified firms, (2) the ranking of each bidder by each panel member which shall be available to the public after execution of the contract with the selected contractor, and (3) a certification by each panel member that the selection of the most qualified firm was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

(f) The commissioner shall select a contractor from among the list of firms submitted by the award panel that interviewed the contractors. After the commissioner has made a selection, the names of the contractor firms submitted to the commissioner shall be available to the public upon request. In the event the commissioner does not select the most qualified bidder listed by the awards panel, the commissioner shall prepare a written explanation of the commissioner's decision. The commissioner shall also prepare a memorandum on the final phase of the selection process, indicating how the commissioner applied the evaluation criteria to determine the successful bidder. Such memorandum shall include a certification by the commissioner that the commissioner's selection of the successful bidder was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or undue pressure from any person and shall be available to the public after execution of the contract with the selected contractor.

(g) The commissioner shall adopt regulations, in accordance with chapter 54, to implement the provisions of this section.

§4b- 101. Information re contractors and subcontractors to be provided to Commissioner of Revenue Services.

The commissioner of each state agency authorized to contract for the construction or alteration of buildings under section 4b-1 or 4b-51 shall provide to the Commissioner of Revenue Services a complete list of all contractors and subcontractors doing work on any such construction or alteration project, if available, and the contractors' and subcontractors' (1) Connecticut tax registration numbers and (2) federal Social Security account numbers or federal employer identification numbers or both, if available, before making final payment on the project.

§4b- 101a. Awarding authorities to prepare report on status of certain projects and property management contracts. When. Section 4b-101a is repealed, effective July 1, 2012.

Option 2: CMR Project Delivery Method:

§4b- 4b-103. Construction manager at-risk project delivery contracts.

(a) In order to carry out any provision of this title for the construction, renovation or alteration of buildings or facilities, the Commissioner of Construction Services may enter into a construction manager at-risk project delivery contract.

(b) The Commissioner of Construction Services shall not enter into a construction manager at-risk project delivery contract that does not provide for a maximum guaranteed price for the cost of construction that shall be determined not later than the time of the receipt and approval by the commissioner of the trade contractor bids. Each construction manager at-risk shall invite bids and give notice of opportunities to bid on project elements, by advertising, at least once, in one or more newspapers having general circulation in the state. Each bid shall be kept sealed until opened publicly at the time and place as set forth in the notice soliciting such bid. The construction manager at-risk shall, after consultation with and approval by the commissioner, award any related contracts for project elements to the responsible qualified contractor submitting the lowest bid in compliance with the bid requirements, provided (1) the construction manager at-risk shall not be eligible to submit a bid for any such project element, and (2) construction shall not begin prior to the determination of the maximum guaranteed price, except for the project elements of site preparation and demolition that have been previously put out to bid and awarded.

**End
Appendix A
Connecticut General Statutes**

5.2 - Appendix B Project Delivery Method Manuals:



***Connecticut
Department of Administrative Services***

***Capital Projects
Selection Procedures &
Project Delivery Methods
Guidelines***

***Prepared for Capital Projects with Oversight By:
CT Division of Construction Services (CT DCS)
Office of Design & Construction
Process Management/QBS Unit
Hartford, CT 06106***

For Updates and Referenced Documents Visit the CT DCS Website: www.ct.gov/dcs

0310 - Selection Procedures & Project Delivery Methods Guidelines

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1.0 Overview

The State of Connecticut Department of Administrative Services (DAS), Division of Construction Services (DCS) has developed the selection and bidding procedures in this Manual to aid DCS and the public in understanding how contracts are awarded on an impartial, equitable, and rational basis. The procedures are intended to insure the integrity of all selection and bidding procedures and to define the duties and responsibilities of the various participants. In some instances, the procedures may be stricter than the legislation requires. Deliberate manipulation of contracts to avoid compliance or deviation from these procedures is not allowed.

2.0 Selection, Proposal, and Bidding Procedures

Within the various project delivery methods are several different types of Selection, Proposal, and Bidding Procedures that can be utilized for soliciting and evaluating Consultant Qualifications, Proposals, and Bids for procurement of services and construction of the projects.

The following are the Selection, Proposal, and Bidding Procedures available for use for the award of all DCS Consultant Service Contracts, Design-Build (D-B) Contracts, Construction Manager at-Risk (CMR), and Construction Contracts:

2.1 Architectural and Engineering Consultant Services Selection- CGS §4b-55 through 4b-61:

Architectural and Engineering (A&E) Consultant Services Selection:

- This Selection procedure is a two (2) step Qualifications Based Selection. Step 1 is to Shortlist qualified A&E Consultants. Step 2 is the Selection of the A&E Consultant with the highest qualifications for the Project.
- This Selection procedure **must** be utilized to select and contract for A&E Consultant Services for projects for any state program requiring consultant services if the cost of such services is estimated to **exceed** a fee of Three Hundred Thousand dollars (\$300,000) per Task Assignment.
- This Selection procedure **may** be utilized to select and contract for A&E Consultant Services for projects for any state program requiring consultant services if the cost of such services is estimated to **not to exceed** a fee of Three Hundred Thousand dollars (\$300,000) per Task Assignment.

2.2 On-Call Consultant Services Selection and On-Call Contract Task Assignments - CGS § 4b-51, 4b-56, and 4b-57:

On-Call (OC) Consultant Services Contract Selection:

- This Selection procedure is a two (2) step Qualifications Based Selection. Step 1 is to Shortlist qualified OC Consultants. Step 2 is the Selection of OC Consultants with the highest qualifications for the OC Consultant Services Contract.
- This Selection procedure is used to select and contract with Consultants to be placed on the DCS OC Consultant Services Contract List.

On-Call Contract Task Assignments:

- OC Contract Task Assignments are sequentially assigned from the DCS OC Consultant Services Contract List.
- According to the CGS 4b-55, a project means any state program requiring consultant services if the cost of such services is estimated to **exceed** Three Hundred Thousand dollars (\$300,000). Therefore, any individual OC Task Assignment for a Consultant Services Contract shall **not exceed** a Three Hundred Thousand dollar (\$300,000) fee per Task Assignment.

2.3 Competitive Sealed Proposal for Design-Build (D-B) - CGS § 4b-24(4):

For Competitive Sealed Proposal for D-B Projects:

- Competitive Sealed Proposal for D-B Projects is a two (2) step Selection Procedure: Step 1 is comprised of a Qualifications-Based D-B Shortlist Screening Procedure, and Step 2 is a Competitive Sealed Proposal Procedure where a Design-Builder with the "Best Value" Proposal is selected to design and build the Facility.
- The D-B Project Delivery Method is utilized for projects that are designated by the Department of Administrative Services (DAS) Commissioner to be accomplished on a "Total Cost Basis" with a single contract with a Design-Builder which may include such project elements as site acquisition, architectural design, and construction.

2.4 Competitive Sealed Proposal for Construction Management-At-Risk (CMR) - Guaranteed Maximum Price (GMP) - CGS § 4b-103:

For Competitive Sealed Proposal For CMR - GMP Projects:

- Competitive Sealed Proposal for CMR-GMP Projects is a two (2) step Selection Procedure: Step 1 is comprised of a Qualifications-Based CMR Shortlist Screening Procedure, and Step 2 is a Competitive Sealed Proposal Procedure where a CMR with the "Best Value" Proposal is selected for preconstruction and/or construction phases of a construction, renovation, or alteration project.

CMR - GMP Projects:

- Utilized for projects where the DAS Commissioner enters into a CMR project delivery contract for a maximum guaranteed price for the cost of construction.
- Each CMR shall invite bids and give notice of opportunities to bid on project elements, by advertising, at least once, in one or more newspapers having general circulation in the state.
- Each bid shall be kept sealed until opened publicly at the time and place as set forth in the notice soliciting such bid.
- The CMR shall, after consultation with and approval by the DAS Commissioner, award any related contracts for project elements to the responsible qualified contractor submitting the lowest bid in compliance with the bid requirements.

2.5 Competitive Sealed Bid For Large Projects (AKA Formal Bid) - CGS §4b-91 Through 4b-95:

For Lowest Responsible And Qualified Bidder Determination:

- Anticipated construction is estimated to cost more than \$500,000.

2.6 Competitive Sealed Bid for Small Projects (AKA Informal Bid) - CGS §4b-91 through 4b-95:

For Lowest Responsible And Qualified Bidder Determination:

- Anticipated construction is estimated to cost \$500,000 or less.

2.7 Emergency Procurement - CGS §4b-52(c):

For Emergency Projects:

If the DAS Commissioner declares that an emergency condition exists at a state facility under the supervision and control of DAS, the normal bidding and procurement procedures may be overridden. The Commissioner's declaration shall be based upon the following conditions:

- If anticipated Project Costs exceed \$500,000, then the Governor's written consent is required.
- If anticipated Project Costs are less than \$500,000, then a written consent from the DAS Commissioner is required.

3.0 Project Delivery Methods

The choice of the appropriate “Project Delivery Method” for a Project is of prime importance because it enables DCS to achieve project goals such as innovation, quality, schedule, performance, cost conformance, and sustainability.

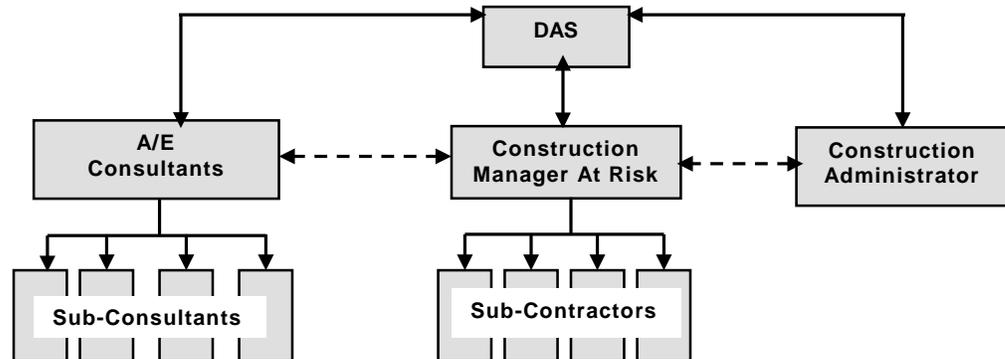
The following is a summary of all of the “Project Delivery Methods” available to DCS for the construction of all infrastructure projects.

3.1 CMR Project Delivery Method:

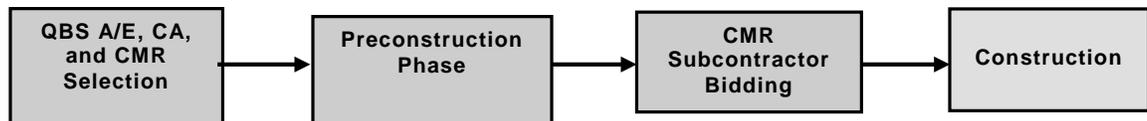
This is the traditional Project Delivery Method that is utilized to deliver Large Major Capital Projects.

CMR Project Delivery Method
<ul style="list-style-type: none"> Architects & Engineers (A/E) and professional consultants are selected through the applicable A&E Consultant Services Selection (AKA Formal Consultant Selection), or an On-Call (OC) Contract Task Assignment. A Contract or Task Assignment is awarded to develop design and construction documents that meet the goals, scope, and budget of the CMR Project. A Construction Administrator can be selected through the same procedures to represent the DCS during Construction. A CMR is selected through the CMR Guaranteed Maximum Price (GMP) Best Value Selection Procedure where the CMR with the Best Value Proposal is awarded the CMR Pre-Construction Agreement.

CMR Project Organization:



CMR Project Delivery Method Sequence:



3.2 Design-Build (D-B) Project Delivery Method:

This Project Delivery Method is used to deliver less than approximately 5% of DCS projects. It can only be utilized when it meets the following feasibility criteria and the CT DAS Commissioner designates it a **Total Cost Basis D-B Project**.

3.2.1 D-B Project Delivery Method Feasibility Criteria:

The following are the five (5) types of feasibility criteria for a D-B Project:

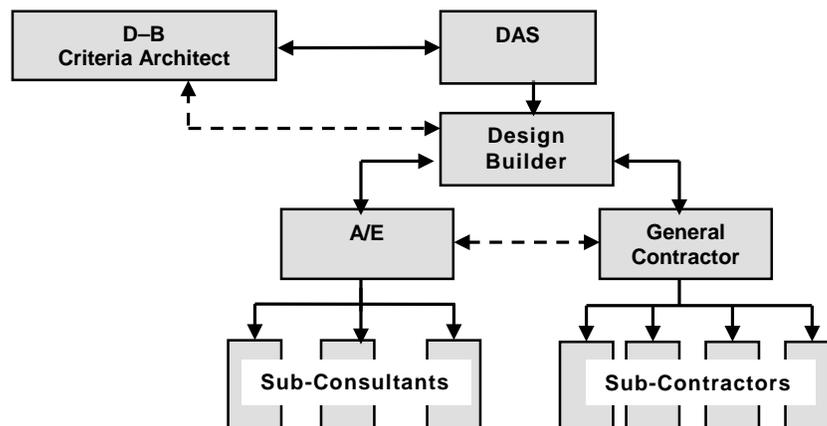
D-B Project Delivery Method Feasibility Criteria	
1.0	The project has a clearly defined scope, design basis, and performance requirements;
2.0	The project is free from complicated issues such as utility conflicts, right-of-way acquisition, hazardous materials, wetland and environmental concerns, or other such issues;
3.0	The project has room for innovation in the design and construction;
4.0	The project is not an emergency project or a project that has overly tight time constraints;
5.0	The project involves a significant design effort and the potential to save cost and time in the design.

3.2.2 D-B Project Delivery Method Screening and Selection Procedures:

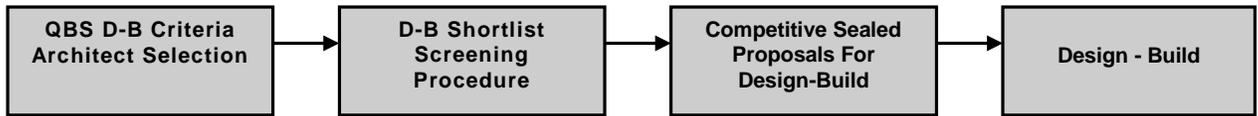
When the CT DAS Commissioner designates a project as a **Total Cost Basis D-B Project** then the D-B Project Delivery Method utilizes the following Screening and Selection Procedures.

D-B Project Delivery Method:	
The D-B Project Delivery Method is a Two Stage Procedure:	
Stage 1:	Preparation of the request For Proposal: A Design-Build Criteria Architect (DBCA) consultant is selected through the applicable DBCA Consultant Services Selection (AKA Formal Consultant Selection), or an OC Contract Task Assignment . A Contract or Task Assignment is awarded to develop a D-B Request for Proposal that meet the goals, scope, and budget of the Project and to represent DCS during Construction.
Stage 2:	Competitive Sealed Proposal D-B Selection Procedure D-B Teams (comprised of a General Contractor and Architect/Engineer Consultants) compete in a Two (2) Step Selection Procedure as follows: Step 1: Qualifications Based D-B Shortlist Screening Procedure: A Qualifications Based Shortlist Screening Procedure is utilized to shortlist prospective Design-Build Teams to be invited to respond to a D-B Request for Proposals. Step 2: Competitive Sealed Proposal D-B Selection Procedure: A Competitive Sealed Proposal D-B Selection Procedure is utilized to select the Design-Builder with the “ Best Value ” Proposal to design and build the Facility.

Design-Build Project Organization:



D-B Project Delivery Method Sequence:



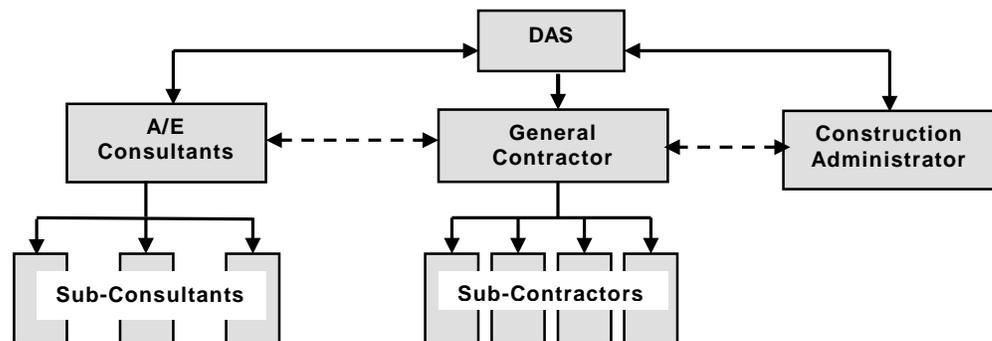
3.3 Design-Bid-Build Project Delivery Method:

This is the traditional Project Delivery Method that is utilized to deliver approximately 90% of all DCS projects.

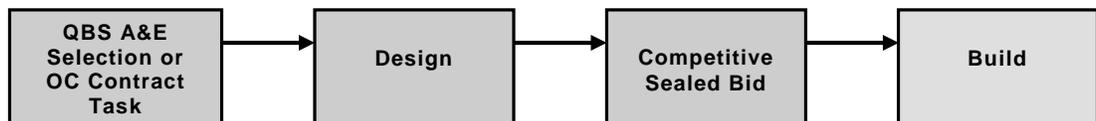
Design-Bid-Build (D-B-B) Project Delivery Method:

- Architects & Engineers (A&E) and professional consultants are selected through the applicable **A&E Consultant Services Selection** (AKA Formal Consultant Selection), or an **OC Contract Task Assignment**. A Contract or Task Assignment is awarded to develop design and construction documents that meet the goals, scope, and budget of the Design-Bid-Build Project. A Construction Administrator (CA) can be selected through the same procedures to represent DCS during Construction.
- Based on the completed construction documents, a general contractor is selected through the applicable **Competitive Sealed Bid For Large Projects** (AKA Formal Bid) or **Competitive Sealed Bid For Small Projects** (AKA Informal Bid) where the responsible general contractor with the lowest qualified bid (cost) is awarded the contract to build the project.

Design-Bid-Build Project Organization:



D-B-B Project Delivery Method Sequence:



4.0 Certifications And Affidavits For Consultants, General Contractors, Design-Builders, and Construction Managers

Various types of certifications and affidavits are required to be submitted by consultants, general contractors, design-builders, and construction managers by DCS policy, CT Statutes, and Executive Orders issued by Governor Rell. These affidavits and certifications address ethics and integrity in the contracting process.

Instructions for "Official" Affidavit and Certification forms and instructions can be accessed from the DCS Website as required for Consultant Services Selections, Competitive Sealed Proposals, and Competitive Sealed Bids.

4.1 Notification of Compliance Requirements for Affidavits and Certifications:

The **Request for Qualifications (RFQ) Legal Notice** and **RFQ Web Advertisement** shall alert all potential consultants, design-builders, and construction managers to the submittal requirements for Affidavits and Certifications.

All advertisements will include the following language:

NOTE:

Failure to submit properly formatted Quality Based Selections (QBS) Submittal Booklets with all of the required contents by the designated deadline and location may result in the Firm's submittal being deemed deficient for consideration for this Contract

4.2 Questions Concerning Affidavits:

Questions concerning the certifications, affidavits, and other supplemental legal document requirements can be directed to the DCS Legal Services Unit at 860-713-5680.

5.0 State Agency Official or Employee Certification

The State statutes require that a DCS **Certification by Agency Official or Employee Authorized to Execute Contracts** must be signed by the state agency official or employee who is authorized to execute the Contract if the specific contract exceeds \$50,000. The State Agency Official or Employee Certification states:

"I hereby certify that the selection of the person, Consultant or corporation for [this contract] was not the result of any of the following:"

Collusion;
Giving of a gift or the promise of a gift;
Compensation;
Fraud;
Inappropriate influence from any person.

5.1 Selection Panel Members And Agency Observer Certification Language:

All Selection Panel members and all Agency Observers shall complete and sign a **Selection Panelist Rating Sheet** and/or **Selection Observer Certification** as applicable.

The **Selection Panelist Rating Sheet** and **Selection Observer Certification** include the language below, to be followed by the signature of the Panel member or Agency Representative Observer(s).

Selection Panel Member: I certify that I have not communicated information with any Firm prior to the advertisement of the above mentioned Department of Administrative Services, Division of Construction Services contract and will not communicate information through notification of the final selection that is not available to other Firms. I further certify that my rating of the above mentioned persons, firms, or corporations was not the result of collusion, the giving of a gift, fraud or inappropriate influence from any person.

Agency Observer: I certify that I have not communicated information with any Firm prior to the advertisement of the above stated DCS contract and Project number and will not communicate information until notification of the final selection that is not available to the general public and which would result in a Firm receiving information that is not available to other Firms. I further certify that I have not attempted to influence the selection of a particular Firm.

6.0 Communications and Code of Conduct

6.1 No Conflicts of Interest:

All individuals selected to serve on a selection panel or review bids shall evaluate their relationship with the Firm and ensure that they have no potential conflict of interests.

Conflicts Of Interest Include:

- 1.0 a financial interest in a company that will be submitting a proposal or is being selected or is bidding for a contract;
 - 2.0 a financial interest in a company that is part of a team submitting a proposal or a company that is a sub consultant or subcontractor for the project;
 - 3.0 a close family member or fiancé or fiancée who has a financial interest in a company that is submitting a proposal or bid,
- or
- 4.0 having a financial interest in a company that is part of a team that is trying to obtain a contract, or is a subcontractor or sub consultant for a contract that is being sought.

See Section 6.7 for the procedure should an individual believe that there is or could be a conflict of interest.

6.2 No Gifts:

Individuals who participated directly, extensively and substantially in a selection or bid process shall not accept any gift, including, but not limited to, favors and services from a person or Consultant seeking to do business with DCS.

6.3 No Influence:

There shall be no actions taken by any officials or individuals, either within or outside DCS, to attempt to influence the impartial and independent actions of a Selection Panel. If this does occur or a DCS employee learns of such an impropriety, the employee is directed to contact DCS's Integrity Officer.

6.4 Fair Talk (AKA "No Talk"):

All participants in any selection or bidding process, including user agency representative(s), shall not communicate with any potential Firm prior to, during, or upon conclusion of the entire Selection or Bidding procedure, with the exception of information necessary to complete the administrative steps of the selection process.

During the submittal period and throughout the entire selection or bidding process, all inquiries on a particular project or contract bidding and selection procedure should be referred to the DCS Process Management/QBS Unit, Room 478, 165 Capitol Avenue, 165 Capitol Avenue, Hartford, CT 06106 or, for questions concerning competitive sealed bidding, to the CT DAS Procurement Services Unit, 5th Floor East, 165 Capitol Avenue, Hartford, CT 06106.

6.5 Questions and Answers or Addenda:

6.5.1 General Selection Procedure Questions:

Contact the DCS Process Management/QBS Unit person named in the **RFQ Legal Notice** and **RFQ Web Advertisement** in writing (email acceptable).

6.5.2 Specific Contract Questions:

Contact the DCS Process Management/QBS Unit person named in the **RFQ Legal Notice** and **RFQ Web Advertisement** in writing (email acceptable). All questions, answers, and/or addenda, as applicable, will be posted on the DCS website, faxed, and/or e-mailed to all Firms. Questions may be deferred to the pre-selection site tour meeting, if applicable to the selection of the Contract.

Note:

DCS responses to requests for more specific contract information than is contained in the **RFQ Legal Notice** and **RFQ Web Advertisement** shall be limited to information that is available to all Firms and that is necessary to complete the Selection process. The request must be received at least five (5) business days prior to the advertised response deadline.

6.6 Notification and Debriefing with unsuccessful Firms:

Consultants inquiring as to their status will be directed to wait for formal notification via letter from DCS. This notification will identify who to contact for follow-up. Designated DCS managers or an authorized designee are exclusively responsible for discussing any aspect of a Selection or Bidding process with an interested Firms after a Selection or Bidding process is concluded, including conducting a debriefing with Firms who were not successful.

6.7 Recusal Option:

If a conflict of interest could arise by a state official's or employee's participation on a Selection panel or in the bidding process, such official, and employee shall recuse him or herself from the panel. Conflicts of interests include, but are not limited to, those conflicts identified in 6.1 "Conflicts of Interests" including the receipt of a promise of gifts, favors, services, or anything of monetary value from such company or person acting on behalf of such company.

A state official or employee who believes a conflict of interest may exist should immediately consult with DCS's Integrity Officer. To avoid tainting the selection process, the state official or employee shall not tell any others about the possible conflict of interest unless directed to do so by the DCS Integrity Officer.

END

**0310
Selection Procedures &
Project Delivery Methods Guidelines**



Connecticut
Department of Administrative Services

Capital Projects
Design – Build (D-B)
Total Cost • Best Value
Selection Procedure Manual

Prepared for Capital Projects with Oversight By:
CT Division of Construction Services (CT DCS)
Office of Design & Construction
Process Management/QBS Unit
Hartford, CT 06106

For Updates and Referenced Documents Visit the CT DCS Website: www.ct.gov/dcs

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1.0 Overview – Design-Build (D-B) Total Cost • Best Value Based Selection Procedures:

In accordance with the requirements Connecticut General Statutes (CGS) §4b-1 the Commissioner of the Connecticut Department of Administrative Services (CT DAS) shall be responsible for the administrative functions of construction and planning of most Capital Projects improvements undertaken by the state including the selection and contracting of consultant firms, and under the authority of the Division of Construction Services (DCS).

The “Design-Build (D-B) Total Cost • Best Value Based Selection” procedure is utilized to Contract with Design-Builders to Design and Build only Major Capitol Projects in which Total Design-Build Cost exceeds \$5,000,000.

1.1 D-B Total Cost Basis Projects Parameters:

In accordance with the requirements of CGS § 4b 24 (d) and CGS 4b-100a the CT DAS Commissioner may designate projects to be accomplished on a “**Total Cost Basis**” that are within the following parameters:

D-B Total Cost Basis Project Parameters:
<ul style="list-style-type: none"> • New facilities to provide for the substantial space needs of a requesting user agency; • The installation of mechanical or electrical equipment systems in existing state facilities; • The demolition of any state facility that the commissioner is authorized to demolish under the general statutes.

1.2 D-B Delivery Method Feasibility Criteria:

When the Commissioner determines that the D-B Total Cost • Best Value Selection Procedure is appropriate for a specific project then the Commissioner shall use this method to select a D-B Team and award a D-B Agreement for projects with the following five (5) types of feasibility criteria:

D-B Delivery Feasibility Criteria:
<ul style="list-style-type: none"> • The project has a clearly defined scope, design basis, and performance requirements; • The project is free from complicated issues such as utility conflicts, right-of-way acquisition, hazardous materials, wetland and environmental concerns, or other such issues; • The project has room for innovation in the design and construction; • The project is not an emergency project or a project that has overly tight time constraints; • The project involves a significant design effort and the potential to save cost and time in the design.

1.2.1 Commissioner Designation of a D-B Total Cost Project:

If the Commissioner designates a project as a designated “Total Cost Basis” project, then the Commissioner may enter into a single contract with a private developer which may include such project elements as site acquisition, architectural design, and construction. The Commissioner shall determine, in writing, pursuant to regulations, that the use of the D-B Total Cost • Best Value Project Delivery Method is advantageous to the State.

1.3 Summary of D-B Total Cost • Best Value Selection:

The **D-B Total Cost • Best Value Based Selection** is a two stage procedure as follows:

D-B Total Cost • Best Value Selection Summary Table:	
Stage 1: Preparation of the D-B Request for Proposal (RFP):	A D-B Criteria Architect (DBCA) is selected to prepare a D-B Request for Proposal (RFP) that meets the goals, scope, and budget of the D-B Project.
Stage 2: Competitive Sealed Proposals For Design-Build:	Competitive Sealed Proposals For Design-Build is a two (2) step Selection Procedure, as follows:
Step 1: Qualifications Based D-B Screening Shortlist:	A Qualifications Based D-B Shortlist Screening Procedure is utilized to shortlist prospective Design-Build Teams to be invited to respond to a D-B Request for Proposals.
Step 2: D-B Competitive Sealed Proposal Procedure:	A D-B RFP and Competitive Sealed Proposal Submittal Procedure is utilized to select the Design-Builder with the "Best Value" Proposal to design and build the Facility.

1.4 D-B Project Initiation Tasks:

D-B Project Initiation Tasks for a Design-Build Project shall be as follows:

Task	D-B Project Initiation Tasks
1.0 User Agency Capital Project Initiation Request Review and Approval Process:	A User Agency shall submit the Capital Project Initiation Request (1105) with all of the required supporting documentation, to the DCS Director of Project Management (DPM). For assistance in completing the Budget information in the Capital Project Initiation Request see the Capital Projects Budget Guidelines (0200) . The DPM shall review the Request for completeness and then submit it to the DCS Capital Project Review Unit (CPR Unit) for review and approval. The User Agency's Capital Project Initiation Request review shall include but not be limited, to the examination of the following items: <ul style="list-style-type: none"> • D-B Project Feasibility Criteria • Complexity; • Scope; • Schedule; • Budget; • Other Required Consultant Services.
2.0 D-B Total Cost Basis Designation Recommendation:	If the CPR Unit review determines that the User Agency's Capital Project Initiation Request is complete and accurate and is within the parameters of the Design-Build Project Delivery Method, then a D-B "Total Cost Basis" designation recommendation shall be submitted to the Commissioner. If the Capitol Project Initiation Request is not approved by CPR Unit then it shall be returned to the User Agency with recommendations for resubmission.
3.0 Project Management Staff Member Assignment:	After a Capitol Project Initiation Request is approved by the CPR Unit and the Commissioner, a DCS Project Manager (PM) shall be assigned to manage the Project.

2.0 Stage 1: D-B Criteria Architect (DBCA) and the D-B Request for Proposals (RFP):

A D-B Criteria Architect (DBCA) is selected in accordance with the requirements of the **DCS Selection and Bidding Manual** and a Contract is awarded to a DBCA to prepare a D-B Request for Proposal (RFP) that meets the goals, scope, and budget of the D-B Project.

IMPORTANT NOTE:

*No members of the DBCA Team selected for this contract shall be allowed to contract for services with any Shortlisted D-B Proposer or their D-B Team Members for the duration of time necessary to execute a contract with the Final selected D-B Proposer **AND** no members of the DBCA Team selected for this contract shall be allowed to contract for services with the Final selected D-B Proposer or their D-B Team Members for the duration time necessary to complete this Project's Work.*

2.1 DBCA Scope Meeting for Request for Qualifications (RFQ) Advertisement and Legal Notice:

The DCS Project Manager shall conduct a D-B Scope Meeting with the User Agency to review project scope, cost, schedule, etc. to obtain critical project specific information for the preparation of the **Request for Qualifications (RFQ) Web Advertisement for Design-Build Criteria Architect (DCBA) Services (1500)** for the selection of a DBCA.

2.2 Summary of DBCA Typical Scope of Services (Example):

The DBCA designated Consultants services typically include, but are not be limited to, the following work:

2.2.1 Phase 1 - Programming, D-B RFP, and Selection:

Generally, the scope of the DBCA's services during this phase will require the prospective DBCA to engage the services of programmer with the knowledge, experience for this of specialized type of facility; for guidance and assistance in the preparation of the D-B Request for Proposals (RFP).

2.2.2 Phase 2 - Project Design:

Generally, the scope of the DBCA's services during this phase will be to establish a schedule of milestones for the D-B Team submissions and to attend periodic design meetings during the D-B Design Development Phase to review the Design-Builder's design for conformance with the RFP.

2.2.3 Phase 3 – Construction Observation:

Generally, the scope of the DBCA's services during this phase will be to provide construction observation services at the project site to observe the work in progress and report findings to DCS and the User Agency; review D-B submittals for conformance with the RFP; attend weekly job meetings for the duration of construction; and attend project closeout meetings to review punch list items for completion.

*End
Stage 1*

3.0 Stage 2 - Step 1: D-B Qualifications Based Selections (QBS) Screening Shortlist:

In accordance with the Project's scheduled D-B Request for Proposal completion date; the DCS Project Management Staff Member responsible for the project's management shall initiate Step 1, D-B Screening Shortlist as follows:

3.1 Step 1: D-B Screening Shortlist - Procedure Flow Chart:



3.2 Preparing the D-B Request For Qualifications (RFQ) Web Advertisement And Legal Notice:

Task	RFQ Web Advertisement And Legal Notice Preparation Tasks
1.0	<p>RFQ Scope Meeting For Preparation of the D-B Request For Qualifications:</p> <p>The DCS Project Management (PM) staff member assigned to manage the project shall conduct a D-B Planning Meeting with the User Agency to review critical project specific information for the preparation of the RFQ Web Advertisement For D-B Services (1505) and for the D-B Screening Shortlist of potential Design-Build Teams for the Project and determine the following:</p> <p>1.1 Make any adjustments to standard rating points for the D-B Shortlist Screening Criteria within the allowable point range (see the D-B Shortlist Screening Point Tables below).</p> <p>1.2 To identify all potential D-B Shortlist Screening Requirements.</p> <div style="border: 1px dashed gray; padding: 5px; margin-top: 10px;"> <p>IMPORTANT NOTE: <i>No Presentations are required in the D-B Screening Procedure.</i></p> </div>
2.0	The DCS PM shall complete & submit the RFQ Web Advertisement For D-B Services (1505) to their DCS ADPM for review and approval.
3.0	Upon approval by the DCS ADPM for the Project , the DCS PM shall submit the RFQ Web Advertisement Transmittal for D-B Services To DCS QBS Unit (1501) along with the approved RFQ Web Advertisement For D-B Services (1505) to the DCS Process Management/QBS Unit by both hard copy (with signatures) and electronic copy for each contract.
5.0	The DCS Process Management/QBS Unit shall review the information on the completed and approved RFQ Web Advertisement For D-B Services (1505) and transfer it into an RFQ Composite Legal Notice (1202) .
6.0	Upon inserting the above information, the DCS Process Management/QBS Unit shall then transmit these documents via the RFQ Transmittal To Commissioner (1203) to the Commissioner for a signature on the approval of RFQ Composite Legal Notice (1202) .

IMPORTANT NOTE:
 The DCS Process Management/QBS Unit shall verify that the content of the **RFQ Web Advertisement For D-B Services (1505)** conforms to the minimum content requirements. The DCS Process Management/QBS Unit will insert the advertisement date and due date. An RFQ Legal Notice transmitted to the Commissioner for his signature may be a composite summary of multiple projects.

3.2.1 Standard Rating Points:

The D-B Screening Criteria Categories have standard rating points (as indicated in the tables below) for all Qualifications Based Selections (QBS) D-B Screening Criteria Evaluations.

3.2.2 Approved Adjusted Rating Points:

The Standard Rating Points are allowed to be adjusted **only** if the Contract meets the following conditions:

- .1 This Contract is for Design-Builder services of an unusual nature;
- .2 Written permission has been received from the Assistant Director of Project Management (ADPM) for the project and the DCS Chief Engineer;
- .3 The Approved Adjusted Rating Points are within the Allowable Point Range (as indicated in the tables below).

3.3 D-B Screening Shortlist Criteria Category Point Table:

Example 3.3.1 D-B Screening Shortlist Criteria Category Table

Criteria Number	D-B Screening Shortlist Criteria Categories	Standard Rating Points	Allowable Point Range	Approved Adjusted Rating Points
1	Experience with Work of Similar Size and Scope as Required for this Contract	35	35-45	
2	Organizational / Team Structure	30	25-35	
3	Past Performance Data	20	20 (Not Adjustable)	20 (Not Adjustable)
4	Partnering Experience	15	10-20	
Maximum Total Points per Screening Shortlist Panel Member		100	100	100

Example 3.3.2 D-B Screening Shortlist Criteria Standard Point Value Calculations Table

Criteria Number	D-B Screening Shortlist Criteria Categories (Standard Rating Points)	Standard Grade Point Values			
		A = 100%	B = 80%	C = 60%	F = 0%
1	Experience with Work of Similar Size and Scope as Required for this Contract	35	28	21	0
2	Organizational / Team Structure for this Contract	30	24	18	0
3	Past Performance Data	20	16	12	0
4	Partnering Experience	15	12	9	0

NOTE:

A DCS PM shall utilize the **RFQ Web Advertisement Transmittal for D-B Services To DCS QBS Unit (1501)** to seek approval for the adjustment of the Standard Rating Points in the D-B Screening Criteria Point Table for a specific Contract. The Standard Rating Points are adjustable within the Allowable Point Range, but the adjustment of the Standard Rating Point weight for the Consultant's Past Performance Data is **not adjustable**.

3.4 Publication: RFQ Legal Notice (Newspaper):

The **RFQ Composite Legal Notice (1202)** contains a statement that all **QBS Submittal Booklets** and all required supplements, attachments, etc. must be submitted at the designated location by the deadline for submitting an offer and shall be reviewed by the DCS Process Management/QBS Unit for compliance. Any of the Design Builder's QBS Submittal Booklets and QBS submittal material such as required supplements, attachments, etc. received after the scheduled deadline may result in the Design Builder's submittals being deemed deficient for this contract and their QBS submittal material may not be considered for this contract and may be returned to the Design-Builder. The Design-Builder shall receive a **QBS Deficient Submittal Letter for D-B Services (1521)**.

Legal Notice (Newspaper) Statutory Requirements

*In accordance with CSG § 4b-24 (4): "The commissioner may designate projects to be accomplished on a total cost basis for (A) new facilities to provide for the substantial space needs of a requesting agency, (B) the installation of mechanical or electrical equipment systems in existing state facilities, or (C) the demolition of any state facility that the commissioner is authorized to demolish under the general statutes. If the commissioner designates a project as a designated total cost basis project, the commissioner may enter into a single contract with a private developer which may include such project elements as site acquisition, architectural design and construction. The commissioner shall select a private developer from among the developers who are selected and recommended by the award panels established in this subdivision. **All contracts for such designated projects shall be based on competitive proposals received by the commissioner, who shall give notice of such project, and specifications for the project, by advertising, at least once, in a newspaper having a substantial circulation in the area in which such project is to be located.**"*

3.5 Posting: RFQ Advertisements On State Websites:

In accordance with the DCS RFQ Advertising Publication Standards (1205), the RFQ Web Advertisement For D-B Services (1505) shall be posted on the Connecticut Department of Administrative Services (CT DAS) "State Contracting Portal" website. The CT DAS Website shall act as the single electronic portal for purposes of posting all contracting opportunities with state agencies in the executive branch and all higher education agencies and institutions. The RFQ Web Advertisement For D-B Services (1505) also shall be posted on the DCS Website. The RFQ Web Advertisement For D-B Services (1505) shall contain more detailed project information than the RFQ Composite Legal Notice (1202) and shall provide interested parties with a link to the legal submittal requirements and instructions and to obtain the requisite forms, including the affidavit forms.

State Advertisement Websites	
CT DAS Website: (State Contracting Portal)	http://das.ct.gov/
DCS Website:	http://www.ct.gov/dcs/

3.6 QBS Submittal Booklets and QBS Supplemental Submittal Booklets For D-B Services:

Prospective Design-Builders shall send their all of their QBS Submittal Booklets to the DCS Process Management/QBS Unit as specified in the RFQ Web Advertisement For D-B Services (1505), QBS Submittal Booklet Requirements (1212), and QBS Supplement Submittal Booklet Requirements for D-B Services (1512). All QBS Submittal Booklets shall include, but not be limited to, the following:

3.6.1 QBS Submittal Booklet Requirements:

The following shall be completed by the D-B Team, CT Licensed Architect and Engineer Consultant Members:

The QBS Submittal Booklets (1212) Must Be Completed By The Proposed Connecticut-Licensed Architect and Engineer Consultants Design-Build Team Members.		
Div.	Division Title	Document Name
1	Table of Contents	—
2	Letter of Interest	—
3	QBS Email Registration	QBS Email Registration for D-B Services (1511)
4	Credentials and Insurance Requirements	—
5	Affidavits and Certifications Requirements	—
6	Additional Criteria Considerations & MBE Certification	—
7	CT 330 Part I	QBS - CT330 Part I (1213)
8	CT 330 Part II	QBS - CT330 Part II (1214)

3.6.2 QBS Supplemental Submittal Booklet Requirements For D-B Services:

The following shall be completed by the Design-Builder and their D-B Team CT Licensed Architect and Engineer Consultant Members.

QBS Supplemental Submittal Booklets For D-B Services (1512) Must Be Completed By All Of The proposed Design-Build Team Members.		
Div.	Division Title	Document Name
9	Table of Contents	—
10	QBS Email Registration for D-B Services	QBS Email Registration for D-B Services (1511)
11	CT DAS Pre-qualification Certificate and Update Statement	—
12	QBS D-B Questionnaires Instructions	—
13	QBS D-B “Team” Questionnaire	QBS D-B “Team” Questionnaire (1513)
14	QBS D-B “Designer” Questionnaire	QBS D-B “Designer” Questionnaire (1514)
15	QBS D-B “Builder” Questionnaire	QBS D-B “Builder” Questionnaire (1515)

Each Design-Builder **must** comply with all submittal requirements, as described in the-RFQ Web Advertisement For D-B Services (1505) and all supplements, attachments as required by the QBS Submittal Booklets (1212) and the QBS Supplemental Submittal Booklets For D-B Services (1512). All submittals will be tracked and stored in a central location at DCS.

3.7 Review of the QBS Submittal Booklets and QBS Supplemental Submittal Booklets For D-B Services: Reasons For A Deficient Submittal Designation:

All QBS Submittal Booklets, QBS Supplemental Submittal Booklets For D-B Services, and all QBS submittal material such as required supplements, attachments, etc shall be reviewed by the DCS QBS Unit staff for compliance. Any Firm’s QBS Submittal Booklets, QBS Supplemental Submittal Booklets For D-B Services, and QBS submittal material such as required supplements, attachments, etc. received after the scheduled deadline may result in the Firm’s submittal being deemed deficient for this contract and their QBS submittal material may be not be considered for this contract and may be returned to the Firm. The Firm shall receive a **QBS Deficient Submittal Letter for D-B Services (1521)**. The Commissioner reserves the right to waive and/or require correction of minor deficiencies.

NOTE:

All QBS Submittal Booklets, QBS Supplemental Submittal Booklets For D-B Services, and all QBS submittal material such as required supplements, attachments, etc can be found deficient at any point during the QBS procedure.

3.8 Review of the QBS Submittal Booklets and QBS Supplemental Submittal Booklets For D-B Services: Reasons For An Ineligibility Designation:

The reasons a Design-Builder may be deemed ineligible for a specific project include, but are not limited to, the following.

Reasons For An Ineligibility Designation

Affidavits and certifications not submitted or correctly completed as per the Website Ad instructions.

Design-Builder Team Members are not properly licensed in the State.

Design-Builder Team Members have been disqualified.

If a Design-Builder team is deemed ineligible it shall receive a **QBS Not Eligible Letter for D-B Services (1522)**.

Note

A Design-Builder team can be found not eligible at any point during the Screening Shortlist Procedure.

3.9 Assignment To Serve As A Screening Shortlist Panel Member or Selection Panel Member for D-B Services:

In accordance with the requirements of the “**State of Connecticut Regulation of Department of Administrative Services Concerning Selection Panels For Design-Build Teams and Special Legislation Contractors**” DCS shall create two (2) construction service award panels that shall be structured as required by CGS§ 4b-100a. Each construction service award panel shall have different panel members and shall consist of following:

3.9.1 Construction Service Award Panels:

- .1 **Screening Shortlist Panel for D-B Services;**
- .2 **Selection Panel for D-B Services.**

3.9.2 Screening Shortlist Panel Members and Selection Panel Members for D-B Services:

Each Panel shall consist of five (5) members: three (3) members shall be appointed by the Commissioner of Administrative Services, shall be current employees of the Department Administrative Services and shall serve only for deliberations involving the project for which such members are appointed. Two (2) members shall be appointed by the department head of the user agency.

3.10 Screening Shortlist Panel Meeting for D-B Services: Panel Members Responsibilities:

No later than six (6) weeks after the deadline for the **RFQ Web Advertisement For D-B Services** submission, unless extended in writing by the Commissioner, each **Screening Shortlist Panel Member for D-B Services** shall evaluate all **QBS Submittal Booklets (1212)** and **QBS Supplemental Submittal Booklets For D-B Services 1512)** for completeness and shall Shortlist no more than three (3) highest rated D-B Proposers to submit a Request for Proposal (RFP) for Design-Build Services for a specific project and attend an Selection Presentation.

3.10.1 Screening Shortlist Panelist Notification for D-B Services (1528):

Each Screening Shortlist Panel Member for D-B Services shall receive a **Screening Shortlist Panelist Notification for D-B Services (1528)**. The DCS Screening Shortlist Panel Chair for D-B Services shall be the first DCS PM assigned to the Screening Shortlist Panel for D-B Services via the random Selection Procedure by the DCS Process Management/QBS Unit (or his/her substitute).

3.10.2 Mandatory Screening Shortlist Panel Meeting for D-B Services:

There will be a mandatory Screening Shortlist Panel Meeting for D-B Services for all Screening Shortlist Panel Members for D-B Services that will be coordinated and facilitated by the Screening Shortlist Panel Chair for D-B Services.

NOTES:

- The DCS PM will only serve as a facilitator for **Task #1** of the QBS Screening Shortlist Panel Meeting for D-B Services, but is not a voting member.
- The PM must leave the Screening Shortlist Panel Meeting for D-B Services at the conclusion of **Task # 1**.

3.10.3 Screening Shortlist Panel for D-B Services Tasks:

At this mandatory meeting the Screening Shortlist Panel Members for D-B Services shall have the responsibility to accomplish the following tasks:

Task 1: Receive Overview Of The following:

- 1.0 Project Specific Information (Overview by the PM and User Agency Representative)
- 2.0 Any Unique Or Technical Issues (Overview by the PM and/or Applicable Expert)
- 3.0 **Screening Shortlist Panel Member Rating Sheet Guidelines for D-B Services (1535.1)** (Overview by a DCS Process Management/QBS Unit Staff)

Task 2: Review The Following Screening Documents:

- 1.0 **RFQ Web Advertisement For D-B Services (1505);**
- 2.0 Past Performance Data as follows:
 - 2.1 **QBS Submittal Booklet**, CT330 Part 1, Section F: Example Projects Which Best Illustrate Proposed Team's Qualifications, Items 20 through 24 - Projects relevant to this Contract in Scope, Size, Cost, etc.
 - 2.2 **QBS Submittal Booklet**, CT330 Part 1, Section H, Item 31 - Probity Questions.
 - 2.3 **QBS Submittal Booklet**, CT330 Part 1, Section H, Item 33. Chronological List of the Ten Most Recent Completed Contracts.
 - 2.4 **QBS Supplemental Submittal Booklet For D-B Services**, Division 13 – D-B QBS Team Questionnaire.
 - 2.5 **QBS Supplemental Submittal Booklet For D-B Services**, Division 14 – D-B QBS Designer Questionnaire.
 - 2.6 **QBS Supplemental Submittal Booklet For D-B Services**, Division 15 - D-B QBS Builder Questionnaire.

NOTES:

- A DCS Process Management/QBS Unit Staff Member shall be available during the Mandatory Screening Shortlist Panel Meeting to answer questions about the D-B Screening Shortlist Procedures.
- The above screening documents shall be made available to Screening Shortlist Panel Members for review prior to Screening Shortlist Rating Due Date.

Task 3: Evaluate/Rate All Submittals:

Utilize the **Screening Shortlist Panel Member Rating Sheet for D-B Services (1535)** and the **Screening Shortlist Panel Member Rating Sheet Guidelines for D-B Services (1535.1)** to rate all submittals using the following Screening Shortlist Criteria:

- Experience with Work of Similar Size and Scope as Required for this Contract
- Organizational / Team Structure
- Past Performance Data
- Partnering Experience

NOTES:

- Screening Shortlist Panel Members for D-B Services **must** rate the submittal qualifications of each individual firm against the screening guideline rating criteria (point values modified as applicable).
- Screening Shortlist Panel Members for D-B Services must **not** rate individual submittal qualifications in comparison to each other.

Task 4: Collection of Screening Shortlist Panel Member Rating Sheets:

The Screening Shortlist Panel Chair for Design-Build Services shall collect each **Screening Shortlist Panel Member Rating Sheet for D-B Services (1535)** from each panel member for computation by the DCS Process Management/QBS Unit.

3.11 Computing Final D-B Screening Shortlist Scores and Approval:

Task 1 - Compute The Final Scores:

A member of the DCS Process Management/QBS Unit staff shall compute the final scores of each Design-Build Team.

Task 2 - Computation Verification:

Another member of the DCS Process Management/QBS Unit staff, not involved in the original screening computation, shall independently check the original screening computation for accuracy. The completed **Screening Ratings Calculation Spreadsheet for D-B Services (1538)** shall be signed by both DCS Process Management/QBS Unit staff members.

3.12 Summary of Results and Approval:

Prior to notification to all Design-Build Teams, the DCS Process Management/QBS Unit will prepare a list for the CT DAS Commissioner of Design-Build Teams that the Screening Shortlist Panel for D-B Services recommends for shortlist. The shortlist must be submitted to the CT DAS Commissioner for approval using the **Screening Approval Memorandum for D-B Services (1539)**.

3.12.1 Number of D-B Teams Recommended for Shortlist: No more than three (3) Design-Build Teams will be recommended for the Screening Shortlist for D-B Services to be invited to participate in Step 2 - D-B Competitive Sealed Proposal Procedure unless the recommendation is accompanied by a written justification from the DCS Process Management/QBS Unit, and approved by the CT DAS Commissioner.

3.13 Screening Shortlist Records:

Securely bound copies of all QBS Submittal Booklets reviewed by the Screening Shortlist Panel for D-B Services shall be returned to DCS Process Management/QBS Unit. All documents and the **Selection Records Checklist (1298)** will be filed with the DCS Process Management/QBS Unit.

NOTE:

The three (3) ring binder copy of QBS Submittal Booklet(s) shall be forwarded to the assigned DCS Project Management staff member assigned to manage the project and filed with the Team file.

Completed Consultant **Screening Phone Reference Documentation for D-B Services (1532)** will be filed in the DCS Process Management/QBS Unit and in the Consultant's evaluation folder (in DCS Process Management/QBS Unit).

All rating information shall be treated as confidential and is not releasable until final contract signing and approval by the Office of the Attorney General. Upon execution of the contract, other Design-Build Teams may request a copy of the **Screening Shortlist Panel Member Rating Sheet for D-B Services (1535)** from the DCS Process Management/QBS Unit.

3.14 Deficient Submittal Notification:

The DCS Process Management/QBS Unit shall send a **QBS Deficient Submittal Letter for D-B Services (1521)** (mail, fax or email) to Design-Build Teams containing the reason(s) why their submittal was deemed deficient.

3.15 Not Shortlisted Notification:

The DCS Process Management/QBS Unit shall send **QBS Not Shortlisted Notification for D-B Services (1540)** (mail, fax or email) to Design-Build Teams notifying them that they have not been shortlisted for this Contract. The letter shall offer the Design-Build Team an opportunity for a debriefing once the final contract is negotiated and signed.

3.16 Debriefing (As requested after the Execution of the D-B Agreement):

All D-B Teams not Shortlisted that wish to obtain feedback on their initial QBS Submittal Booklets, or their for this Contract may the DCS Process Management/QBS Unit and arrange for a debriefing with D-B Teams who were not shortlisted.

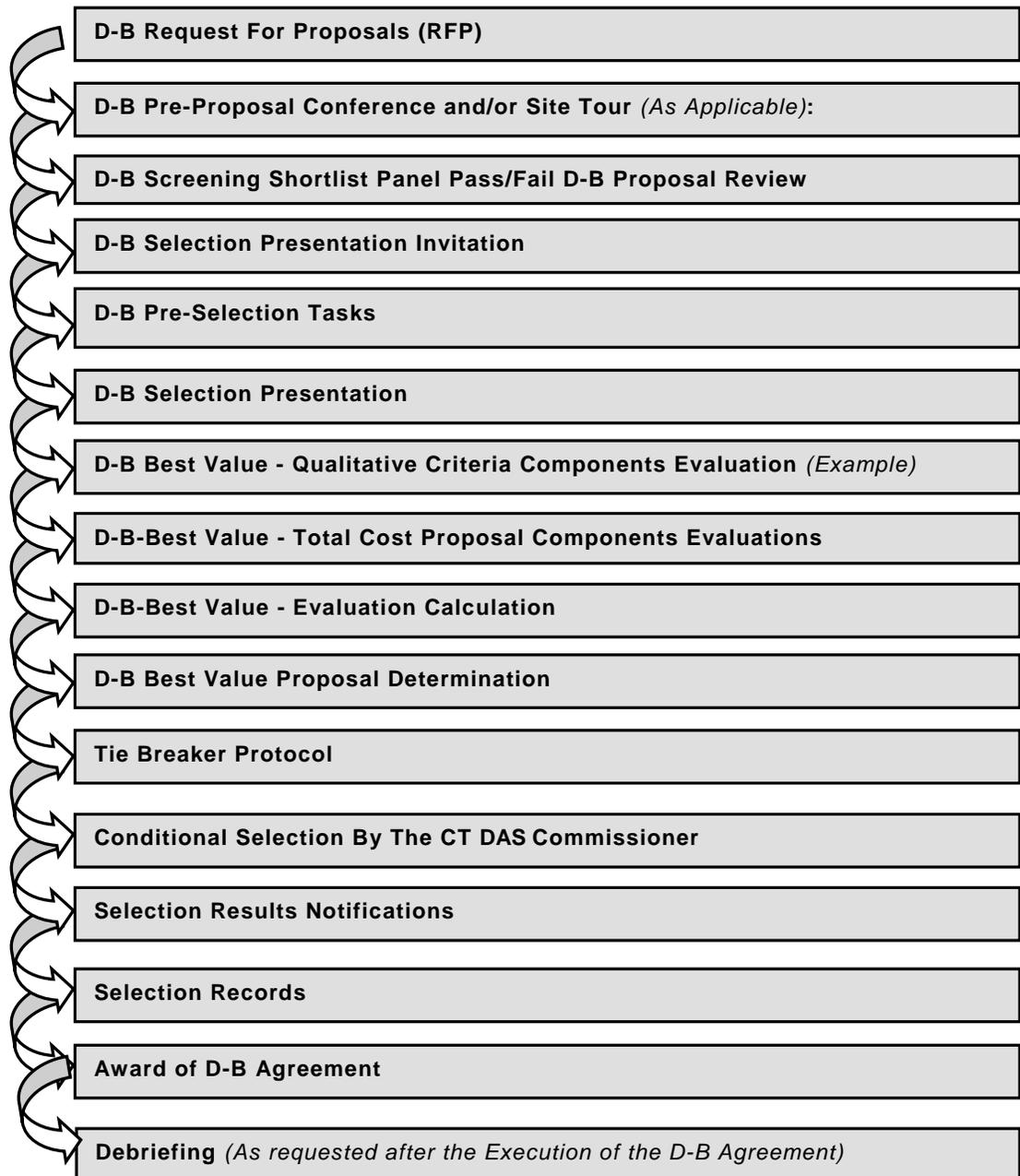
NOTE: No Debriefings shall occur prior to the execution and signing of the D-B Agreement for this Project.

End
Stage 2 - Step 1

4.0 Stage 2 - Step 2: D-B Total Cost • Best Value Selection Procedures:

When all of the Design-Build Teams that were not Shortlisted have been officially notified then Step 2 - Competitive Sealed Proposal Selection Procedure begins.

4.1 Step 2: D-B Total Cost • Best Value Selection Procedures - Procedure Flow Chart



4.2 D-B Request For Proposals (RFP):

The DCS Process Management/QBS Unit shall send a **Design-Build Request For Proposals** (by mail, fax, or e-mail) to the Shortlisted D-B Teams notifying them of the specific Date/Time/Location that the Request for Proposals are available. Each D-B RFP is project specific. The D-B RFP may include, but is not be limited to the following information:

Example: D-B Request For Proposals	
Volume 1	Scopes Proposals (Design Build)
	Volume 1 typically describes the scope of the project, the proposal component submittal requirements, the responsibilities of the State and the Proposers, sample D-B Agreement, D-B General Conditions, D-B General Requirements, and the proposal evaluation and selection procedures.
Volume 2	Design Program
	Volume 2 typically describes the details of the Program including the physical and functional description of each space in the facility.
Volume 3	Construction Quality Standards
	Volume 3 typically describes technical performance specifications requirements describing all the components of the facility.

NOTE:

Dependent upon the size of the specific project Volumes 1, 2, and 3 may be combined into one (1) or two (2) Volumes.

4.3 D-B Pre-Proposal Conference and/or Site Tour (As Applicable):

Shortly after the D-B Request For Proposals (RFP) is issued and as applicable to the specific project, DCS may require a D-B Pre-Proposal Conference and/or Site Tour. When a D-B Pre-Proposal Conference and/or Site Tour is required for a specific project then participant attendance shall be as follows:

Attendance At D-B Pre-Proposal Conference and/or Site Tour:
Mandatory for DCS Chair, & User Agency Representative;
Strongly encouraged for all Shortlisted D-B Proposers;
Optional for D-B Selection Panel Members.

4.3.1 D-B Pre-Proposal Conference and/or Site Tour – State Ethics and Statutes:

In accordance with the requirements of ethics statutes and regulations of the State of Connecticut this will be the **ONLY** opportunity for Shortlisted Proposers to visit the site and discuss the Project with DCS and the User agency.

4.4 D-B Screening Shortlist Panel Pass/Fail D-B Proposal Review:

After the D-B RFP Submittal Due date the original **Screening Shortlist Panel for D-B Services** shall reconvene to screen each shortlisted Design-Builder's Proposal and perform a **Pass/Fail** compliance evaluation of the Proposal RFP using the **RFP Compliance Evaluation Pass-Fail Rating Sheet for D-B Services (1545)** including a review of each D-B Proposer's **QBS Submittal Booklet** and **QBS Supplemental Submittal Booklet For D-B Services**.

4.4.1 Deficient Submittal Notification:

The DCS Process Management/QBS Unit shall send an **RFP Deficient Submittal Letter for D-B Services (1546)** (mail, fax or email) to Design-Build Teams containing the reason(s) why their submittal was deemed deficient.

4.5 D-B Selection Presentation Invitation:

The **Screening Shortlist Panel for D-B Services** shall create a list of final shortlisted D-B Proposers. The DCS Process Management/QBS Unit shall send a **Selection Presentation Invitation Letter for D-B Services (1551)** to the final shortlisted D-B Proposers.

4.6 D-B Pre-Selection Tasks:

The following are the various Pre-Selection Tasks of the D-B Selection Panel Members:

Task	D-B Pre-Selection Tasks
1.0	<p>D-B Qualitative Criteria Proposals Components: D-B Selection Panel Members shall receive the Qualitative Criteria Components of all of the D-B Proposals for their Review. The D-B Qualitative Criteria Proposals Components include but are not limited to the following:</p> <ul style="list-style-type: none"> 1.1 QBS Submittal Booklet; 1.2 QBS Supplemental Submittal Booklets For D-B Services; 1.3 Design/Technical Proposal Submittal Booklet; 1.4 Schematic Design Submittal Documents.
2.0	<p>D-B Qualitative Criteria Proposals Components Review Meeting: The DCS PM, Criteria Architect, and D-B Selection Panel shall meet to Review Qualitative Criteria Components (see Task 1 above) of each Proposal.</p>
3.0	<p>D-B Pre-Selection Protocols: The DCS Process Management/QBS Unit shall provide brief training on how to conduct the D-B Selection for this Contract, clarifying the format and the roles of attendees, as well as how to apply the RFP Selection Panelist Rating Sheet for D-B Services (1563) to objectively evaluate each Design-Build Team.</p>

4.7 D-B Selection Presentation:

The D-B Selection Panel shall observe the Presentation of each final shortlisted D-B Proposer and at the end of each Presentation they shall evaluate the "Qualitative Criteria Components" of the D-B Proposal to determine rating scores based upon on the established Qualitative Criteria and Rating Point Values for the project as follows:

4.7.1 During Each Presentation:

Each D-B Selection Panel Member shall take notes on the presentation (**NOT** on **RFP Selection Panelist Rating Sheet for D-B Services (1563)**) for the purposes of evaluating the presentation in relationship to the five Selection Presentation Criteria Categories.

4.7.2 Questions & Answer Period:

Immediately following the Presentation, there will be fifteen (15) minutes of Questions and Answers (Q&A) allotted for follow up questions by the D-B Selection Panel Members. The Design-Builder's Team presentation and responses to the follow-up questions shall be evaluated and rated by the D-B Selection Panel Members in accordance with the instructions in the **RFP Selection Panelist Rating Sheet for D-B Services (1563)**.

4.7.3 End Of The Presentations:

At the conclusion of the Q&A period, the Design-Builder's Team shall exit the Presentation Room. After the Design-Builder's Team has exited the Presentation Room a brief discussion of the D-B Selection Panel Members shall take place solely to discuss any question or answer that was confusing or not understood. Each panel member shall then individually note their rating (**in INK**) of the Design-Builder on each of the criteria on the **RFP Selection Panelist Rating Sheet for D-B Services (1563)**, sign it and give it to the DCS Chair at the end of that Presentation discussion.

4.8 D-B Best Value - Qualitative Criteria Components Evaluation (Example):

Qualitative Criteria Components: (Maximum Obtainable Total Qualitative Criteria Points = 700)		Numerical Values of Letter Grade points			
Design Features: (Maximum Obtainable Points = 300)		A	B	C	F
1.0	Program Compliance.	150	120	90	0
2.0	Aesthetics.	100	80	60	0
3.0	Site Planning.	50	40	30	0
Technical Features: (Maximum Obtainable Points = 300)		A	B	C	F
1.0	Quality of Systems and Equipment.	150	120	90	0
2.0	Quality of Materials.	150	120	90	0
Contractor and Named Subcontractors Qualifications & Past Performance: (Maximum Obtainable Points = 50)		A	B	C	F
1.0	Qualifications and past performance of work of a similar size, scope, and comparable dollar value to that of the subject project.	50	40	30	0
Building Information Modeling (BIM): (Maximum Obtainable Points = 25)		A	B	C	F
1.0	The Design-Builder's Team selected for this Project shall demonstrate their Team's BIM qualifications for the Design and Construction Phases of this Project including, but is not limited to, design, construction, scheduling, budgeting, material quality, and performance.	25	20	15	0
Schedule: (Maximum Obtainable Points = 25)		A	B	C	F
1.0	Contract Time and CPM Schedule.	25	20	15	0
Grades	Criteria Components Rating Guidelines:				
A	Grade is reserved only for a Proposal that exceeds the minimum expectations and requirements of the specific Criteria Component in the Request for Proposals.				
B	Grade is for a Proposal that completely fulfills the minimum expectations and requirements of the specific Criteria Component in the Request for Proposals.				
C	Grade is for a Proposal that barely (i.e. within a lower standard) fulfills the minimum expectations and requirements of the specific Criteria Component in the Request for Proposals.				
F	Grade is for a Proposal that does not fulfill the minimum expectations and requirements of the specific Criteria Component in the Request for Proposals.				

NOTE:

D-B Selection Panel Members must rate the presentation, qualifications, D-B Submittals, and follow up Q & A's of each individual Design Builder's Team against the rating criteria guidelines (point values modified as applicable) rather than comparing the presentations to each other.

4.9 D-B Best Value - Total Cost Proposal Components Evaluations:

At the conclusion of all of the Presentations and Evaluations of the “Qualitative Criteria Components” of each of the shortlisted D-B Proposers, the D-B Selection Panel shall publicly open and review the “Sealed Total Cost Proposal Components”, including the Total Cost Proposal Form, Total Cost Proposal Worksheets, Qualification Questionnaires, and etc. for compliance with all of the requirements of the RFP.

4.9.1 Total Cost Components Evaluation:

The “Total Cost Components” of each Proposal shall receive a rating score based the following calculations:

Total Cost Components Evaluation:		Rating Point Value
.1	Total Cost points are a calculated percentage based upon the ratio of the Lowest Total Cost Proposal divided by a Proposers Total Cost multiplied by Maximum Obtainable Total Cost Points.	
.2	The Lowest Total Cost Proposal receives the Maximum Point Value Score.	
Maximum Obtainable Total Cost Points		300

4.10 D-B Best Value - Evaluation Calculation:

The sums of the Qualitative Component Criteria Score plus the Total Cost Components Score shall be computed as follows:

D-B Best Value Evaluation Calculation:	Rating Point Value Scores
Maximum Obtainable Total Qualitative Criteria Points	700
Plus	+
Maximum Obtainable Total Cost Points	300
Maximum Obtainable Total Best Value Selection Points	1000

4.11 D-B Best Value Proposal Determination:

The “Best Value” proposal shall be the Proposal with the highest adjusted Total Best Value Selection Points for the “Qualitative Criteria Components” plus the “Total Cost Components”. The Design-Builder with the “Best Value” proposal shall be selected to design and build the building.

4.12 Tie Breaker Protocol:

In the event of a tie score, the D-B Proposers with the highest adjusted Total Best Value Score by the User Agency shall be ranked higher than the other D-B Proposers.

4.13 Evaluation Methodology Acceptance Statement:

All D-B Proposers by submitting the **Total Cost Proposal Form**, have by the submission of their Design-Build “Qualitative Components” and “Sealed Total Cost Components” Proposals in response to the D-B RFP, indicated that the Proposer has accepted of the State’s Evaluation Methodology set forth in the D-B RFP, and that D-B Proposer recognizes that subjective judgments must be made by the State during the evaluation process.

4.14 Conditional Selection By The CT DAS Commissioner:

The DCS Process Management/QBS Unit shall submit a **Commissioner Selection Approval Memorandum for D-B Services (1567)** to the CT DAS Commissioner who shall make the final Selection from the list of most qualified Design-Builders submitted by the D-B Selection Panel. If the CT DAS Commissioner does not select the highest rated Design-Builder listed by the D-B Selection Panel, then he or she shall prepare a written explanation of such decision.

NOTE:

- Upon completion of the Selection Results Notification, the Design-Build Selection Procedures are concluded.
- The Conditionally Selected Design-Builder shall be required to submit additional supplemental D-B documents as required by the DCS Legal Services Unit for the Award of the D-B Agreement.

4.15 Selection Results Notifications:

After the CT DAS Commissioner has made the Selection, the DCS Process Management/QBS Unit shall send a **Conditional Selection Notification Letter for D-B Services (1569)** to the successful Design-Builder. The DCS Process Management/QBS Unit shall also send a **Not Selected Letter for D-B Services (1570)** to all other Design-Builder who were shortlisted but not selected, and will advise the D-B Selection Panel Members of the results.

4.16 Selection Records:

Securely bound copies of all QBS Submittal Booklets and D-B Proposal Submittal Booklets reviewed by either the D-B Screening Shortlist Panel or the D-B Selection Panel shall be returned to the DCS Process Management/QBS Unit. All documents and the **Selection Records Checklist (1298)** will be filed with the DCS Process Management/QBS Unit. Three (3) ring binder copies of QBS Submittal Booklets and D-B Proposal Submittal Booklets shall be forwarded to the assigned DCS Project Manager and filed with the Team file.

Completed Consultant **Screening Phone Reference Documentation for D-B Services (1532)** will be filed in the DCS Process Management/QBS Unit and in the Consultant's evaluation folder in the DCS Process Management/QBS Unit.

All rating information shall be treated as confidential and is not releasable until final contract signing and approval by the Office of the Attorney General. Upon execution of the contract, other Consultants may request a copy of the screening and selection rating sheets (DCS Process Management/QBS Unit).

4.17 Award of D-B Agreement:

When all of the required supplemental D-B Submittal documents have been submitted to the DCS Legal Services Unit and approved, then a D-B Agreement shall be written and processed for approval. Prior to the start of work, all D-B Agreements must be approved by the CT DAS Commissioner, State Properties Review Board, and the Office of the Attorney General.

4.18 Debriefing (As requested after the Execution of the D-B Agreement):

All Design-Builder's wishing to obtain feedback on their initial QBS Submittal Booklet, D-B Proposal Submittal Booklets or their Presentation may request a D-B Debriefing meeting by contacting the DCS Process Management/QBS Unit. The DCS Process Management/QBS Unit's Manager or another designee is exclusively responsible for conducting a debriefing with Consultants who were not chosen.

End

0350

Design-Build (D-B)

Total Cost • Best Value Selection Procedure Manual



***Connecticut
Department of Administrative Services***

***Capital Projects
Construction Manager At-Risk (CMR)
Guaranteed Maximum Price (GMP)
Best Value Selection
Procedure Manual***

***Prepared for Capital Projects with Oversight By:
CT Division of Construction Services (CT DCS)
Office of Design & Construction
Process Management/QBS Unit
Hartford, CT 06106***

For Updates and Referenced Documents Visit the CT DCS Website: www.ct.gov/dcs

0370 – CMR (GMP) Best Value Selection Procedure Manual

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1.0 Overview of the Requirements for the Selection of a Construction Manager At-Risk (CMR) - Maximum Guaranteed Price (GMP):

In accordance with the requirements of Connecticut General Statutes (CGS) § 4b-103, the Commissioner of the Connecticut Department of Administrative Services (CT DAS) may enter into a Construction Manager at-Risk (CMR) project delivery contract for the construction, renovation or alteration of buildings or facilities under the following conditions and under the authority of the Division of Construction Services (DCS):

1.1 Maximum Guaranteed Price (GMP) For The Cost Of Construction:

The CT DAS shall **only** enter into a CMR project delivery contract that **provides** for a Guaranteed Maximum Price (GMP) for the cost of construction. The GMP shall be determined not later than the time of the receipt of the CMR's Subcontractor Bids and approval by the Commissioner of the CMR's Subcontractor bids.

1.2 Advertisement and Invitation to Bid:

Each CMR shall invite and provide notice of opportunities to bid on project elements, by advertising, at least once, in one or more newspapers having general circulation in the state. The CMR shall invite bids from only DAS Prequalified Subcontractors that have the DAS Classification that is designated for the specific project or trade.

1.3 Subcontractor Sealed Bids:

Each bid shall be kept sealed until opened publicly at the time and place as set forth in the notice soliciting such bid.

1.3.1 Lowest Bids/Contract Awards:

The CMR shall, after consultation with and approval by the Commissioner, award any related contracts for project elements to the responsible qualified contractor submitting the lowest bid in compliance with the bid requirements, provided:

- .1 The CMR shall not be eligible to submit a bid for any such project element, and;
- .2 Construction shall not begin prior to the determination of the maximum guaranteed price, except for the project elements of site preparation and demolition that have been previously put out to bid and awarded.

2.0 CMR Scopes of Services:

Dependent on the needs of the specific project, a CMR can be selected to provide services for several Phases of a project.

2.1 Preconstruction Phase Scope of Services:

For the details of the CMR Preconstruction Phase Scope of Services see the DCS Section **00 54 13 CMR Preconstruction Phase Supplemental Scope of Services**. This section is available for download from the DCS Website (www.ct.gov/dcs) by clicking on "DCS Library" at the top of the page, and then scrolling down to "CMR Sections".

The CMR shall perform all of the designated Preconstruction Phase Services at each Project's Design Phase Milestones. The DCS PM shall review the CMR's submittals and approve each Project Element to be implemented on the project.

2.1.1 Summary of Examples of Design Phase Services:

CMR Design Phase Services may include but are not limited to the following:

- .1 Constructability Reviews;
- .2 Blasting and Pile Driving Report;
- .3 Site Logistics Plan;
- .4 Building Excavation Plan.
- .5 Schedule and Phasing Coordination;
- .6 Cost Control Management;
- .7 Construction Documents Conversion Into Subcontractor Bid Packages;

2.1.2 Summary of Examples of Bid Phase Services:

- .1 Develop the Master Project Schedule;
- .2 Bid to DAS Prequalified Subcontractors for each Bid Package;
- .3 Advertise Bids;
- .4 Issue Subcontractor Bid Packages;
- .5 Conduct Preconstruction Conference(s) and Site Visit(s);
- .6 Process All Addenda;
- .7 Receive Bids from Subcontractors and conduct public bid opening;
- .8 Issue a Guaranteed Maximum Price (GMP);
- .9 Execute Subcontractor Agreements;

2.2 Construction Phase Scope of Services:

For details of the CMR Construction Phase Scope of Services see the DCS Sections **00 72 23 - General Conditions Of The Contract for Construction- CMR**, and **01 00 00 - General Requirements - CMR**. These sections are available for download from the DCS Website (www.ct.gov/dcs) by clicking on "DCS Library" at the top of the page, and then scrolling down to "CMR Sections".

2.2.1 Summary of Examples of Construction Phase Services:

CMR Construction Phase Services may include but are not limited to the following:

- .1 Comply with General Conditions - CMR;
- .2 Comply with General Requirements - CMR;
- .3 Conduct Pre-construction Conference;
- .4 Periodic update the Master CPM Schedule;
- .5 Monthly update of Schedule of values;
- .6 Review and Prepare Monthly Progress Payment Requests;
- .7 Periodic Update of Project Cash Flow Projections;
- .8 Act as the Project's Prime Liaison;
- .9 Coordinate subcontractors' Requests for Information (RFI's) and A/E RFI Responses;
- .10 Coordinate all change requests and responses;
- .11 Coordinate All Types of Submittals;
- .12 Coordinate All Types of Testing and Inspections;
- .13 Coordinate Sub-contractors;
- .15 Coordinate Sub-contractor's participation in Commissioning (Cx);
- .16 Provide construction trailers, storage, equipment, barriers, and etc.;
- .17 Provide all Necessary On-site Construction Management Personnel;
- .18 Coordinate Substantial Completion and Turn Over
- .19 Closeout Project.
- .20 Support Documentation Collection For LEED Submissions.

3.0 CMR Shortlist Procedures:

- 3.1 Preparing the Request For Qualifications (RFQ) Advertisement and Legal Notice:**
 The DCS Project Manager (PM) shall begin the CMR Shortlist Procedure with the CMR by utilizing the following Tasks:

Task	RFQ Web Advertisement And Legal Notice Preparation Tasks
1.0	The DCS PM shall complete & submit the RFQ Web Advertisement For CMR Services (1700) to their DCS ADPM for review and approval.
2.0	Upon approval by the DCS ADPM for the Project, the DCS PM shall submit the RFQ Web Advertisement Transmittal for CMR Services To DCS Process Management Unit (1701) along with the approved RFQ Web Advertisement For CMR Services (1700) to the DCS Process Management/QBS Unit by both hard copy (with signatures) and electronic copy for each contract.
3.0	The DCS Process Management/QBS Unit shall review the information on the completed and approved RFQ Web Advertisement For CMR Services (1700) and transfer it into an RFQ Composite Legal Notice (1202) .
4.0	Upon inserting the above information, the DCS Process Management/QBS Unit shall then transmit these documents via the RFQ Transmittal To Commissioner (1203) to the Commissioner for a signature on the approval of RFQ Composite Legal Notice (1202) .

Note:

The DCS Process Management/QBS Unit shall verify that the content of the RFQ Web Advertisement For CMR Services (1700) conforms to the minimum content requirements. The DCS Process Management/QBS Unit will (dependent upon schedule) insert the advertisement date and due date. An RFQ Legal Notice transmitted to the Commissioner for his signature may be a composite summary of multiple projects.

- 3.2 CMR Screening Shortlist Rating Point System:**
 The DCS PM must indicate on the **RFQ Web Advertisement Transmittal for CMR Services To DCS Process Management Unit (1701)** one of the following Screening Rating Point systems to be utilized for the specific contract.

3.2.1 Standard Rating Points: The CMR Screening Criteria Categories have standard rating points (as indicated in the tables below).

3.2.2 Approved Adjusted Rating Points: The Standard Rating Points are allowed to be adjusted only if the Contract meets the following conditions:

- .1 The Contract is for services of an unusual nature;
- .2 Written permission has been received from the DCS Assistant Director of Project Management (ADPM) for the project and the DCS Chief Engineer.
- .3 The Approved Adjusted Rating Points are within the Allowable Point Range as indicated in the tables below.

3.2.3 Example CMR Screening Shortlist Criteria Category Point Table:

Criteria Number	CMR Screening Shortlist Criteria Categories	Standard Rating Points	Allowable Point Range	Approved Adjusted Rating Points
1	Experience with Work of Similar Size and Scope as Required for this Contract	35	35-45	35-45
2	Organizational / Team Structure	30	25-35	25-35
3	Past Performance Data	20	20 (Not Adjustable)	20 (Not Adjustable)
4	Partnering Experience *	15	10-20	10-20
Maximum Total Points per Screening Shortlist Panel Member		100	100	100

*Quality Based Selections (QBS) Evaluations "Partnering Experience" shall refer to the Firm's experience and competence in working as part of a multi-discipline Design-Bid-Build Project, or a multi-discipline CMR.

3.2.4 Example CMR Screening Shortlist Criteria Standard Point Value Calculations Table:

Criteria Number	CMR Screening Shortlist Criteria Categories (Standard Rating Points)	Standard Grade Point Values			
		A = 100%	B = 80%	C = 60%	D = 0%
1	Experience with Work of Similar Size and Scope as Required for this Contract	35	28	21	0
2	Organizational / Team Structure for this Contract	30	24	18	0
3	Past Performance Data	20	16	12	0
4	Partnering Experience*	15	12	9	0

*QBS Evaluations “**Partnering Experience**” shall refer to the CMR Proposer’s experience and competence in working as part of a multi-discipline Design-Bid-Build Project, or a multi-discipline Construction Manager At-Risk Project.

3.2.5 Publication: RFQ Legal Notice (Newspaper):

The **RFQ Web Advertisement for CMR Services (1700)** contains a statement that all **QBS Submittal Booklets for CMR Services** and all the requirements, attachments, etc. must be submitted at the designated location and the deadline for submitting an offer. Any **QBS Submittal Booklets for CMR Services** and Qualifications Based Selections (QBS) submittal material such as required supplements, attachments, etc. received after the scheduled deadline may result in the CMR’s submittal being deemed deficient for this contract and their QBS submittal material may be not be considered for this contract and may be returned to the CMR. The CMR shall receive a **QBS Deficient Submittal Letter for CMR Services (1721)**.

3.2.6 Posting: Advertisements On State Websites

In accordance with C.G.S. § 4e-13(c), and the DCS **RFQ Advertising Publication Standards(1205)**, the **RFQ Web Advertisement for CMR Services (1700)** shall be posted on the Connecticut Department of Administrative Services (CT DAS) “State Contracting Portal” Website. The CT DAS Website shall act as the single electronic portal for purposes of posting all contracting opportunities with state agencies in the executive branch and all higher education agencies and institutions. The **RFQ Web Advertisement for CMR Services (1700)** also shall be posted on the DCS Website and in accordance with C.G.S. § 4b-57(a) it shall be “inserted at least once in one or more newspapers having a circulation in each county in the state”, which may post it on their respective Website(s). The **RFQ Web Advertisement for CMR Services (1700)** shall provide interested parties with a DCS Web link to the legal submittal requirements and instructions to obtain the requisite forms, including the affidavit forms.

State Advertisement Websites	
CT DAS Website: (State Contracting Portal)	http://das.ct.gov/
DCS Website:	http://www.ct.gov/dcs/

3.2.7 QBS Submittal Booklet Requirements for CMR Services (1712):

Interested CMR’s shall send their **QBS Submittal Booklets for CMR Services** to the DCS Process Management/QBS Unit as specified in the **RFQ Web Advertisement for CMR Services (1700)** and as stated in **QBS Submittal Booklet Requirements for CMR Services (1712)**.

Each CMR must comply with all submittal requirements, as described in the **RFQ Web Advertisement for CMR Services (1700)** and the **QBS Submittal Booklet Requirements for CMR Services (1712)**.

3.2.8 Example QBS Submittal Booklets for CMR Services:

The requirements for **QBS Submittal Booklets for CMR Services** shall include, but not be limited to, the following:

QBS Submittal Booklet Requirements for CMR Services		
Division	Division Title	Document Name
1	Table of Contents	-
2	CMR Letter of Interest	-
3	QBS Email Registration for CMR Services	QBS Email Registration for CMR Services (1711)
4	CT DAS Prequalification Certificate, Update Certificate, And Major Contractor's License	-
5	Affidavits & Certifications Requirements	-
6	QBS Screening Shortlist Questionnaire for CMR Services	QBS Screening Shortlist Questionnaire for CMR Services (1713)
7	CMR Organizational Charts	-
8	CMR Key Personnel Resumes	-

3.2.9 Review of the QBS Submittal Booklets for CMR Services: Reasons For A Deficient Submittal Designation:

All **QBS Submittal Booklets for CMR Services** shall be reviewed by the DCS Process Management/QBS Unit for compliance with the **RFQ Web Advertisement for CMR Services (1700)** and **QBS Submittal Booklet Requirements for CMR Services (1712)**. All **QBS Submittal Booklets for CMR Services** must be submitted at the designated location by the deadline. Any **QBS Submittal Booklets for CMR Services** received after the scheduled closing time will be returned to the CMR and will **not** be reviewed. There will be **no exceptions**.

CMR's who fail to submit the **QBS Submittal Booklet for CMR Services** with all of required information or do not submit this information in the specified format at the designated location by the deadline will be deemed a "Deficient Submittal" for this contract and receive a **QBS Deficient Submittal Letter for CMR Services (1721)**. The reasons include but are not limited to the following:

Reasons For A Deficient QBS CMR Submittal Designation
QBS Submittal Booklet for CMR Services: Late Submission.
QBS Submittal Booklet for CMR Services: Format Deficiency.
No Booklet

Note:

QBS Submittal Booklets for CMR Services and submittal material can be deemed a "Deficient Submittal" at any point during the Selection process.

3.2.10 Review of the QBS Submittal Booklets for CMR Services: Reasons For An Ineligibility Designation:

CMR's deemed "Ineligible" shall receive a **QBS Not Eligible Letter for CMR Services (1722)**. The reasons a CMR may be deemed "Ineligible" for a specific project include, but are not limited to, the following.

Reasons For An Ineligibility Designation
CMR Firm currently holds two (2) CMR Contracts with DCS
Affidavits not submitted or correctly completed as per website page instructions.
CMR is not properly licensed in the State (as applicable).
CMR cannot obtain required bonding.
CMR is not properly insured (as applicable).
CMR has been disqualified.

Note:

A CMR can be found not eligible at any point during the Selection process.

3.2.11 Review of the QBS Submittal Booklets for CMR Services Not-Responsive Designation:

Failure to submit **QBS Submittal Booklets for CMR Services** (including required affidavits and certifications) by the published Deadline, with the required contents and format, and at the designated location, may result in the CMR Proposer being deemed Not Responsive for consideration on this Contract.

3.2.12 CMR Screening Shortlist Panel Members:

.1 Composition of CMR Screening Shortlist Panel Members:

For each contract, there shall be a separate Screening Panel and a separate Selection Panel of five (5) voting members each. Each Screening Panel member shall receive a **Screening Shortlist Panelist Notification for CMR Services (1728)**. The DCS Screening Panel Chair shall be a non-Project related DCS Project Manager (PM) assigned to the screening panel via the random Selection procedure by the DCS Process Management/QBS Unit (or his/her substitute).

.2 Connecticut Health and Education Facilities Authority (CHEFA) Projects:

There shall be established within the Department of Administrative Services, Division of Construction Services, a Connecticut Health and Education Facilities Authority (CHEFA) Panel for CHEFA Funded Projects which shall consist of five (5) members. Three (3) of such members shall be appointed by the Commissioner of Department of Administrative Services, shall serve only for deliberations involving the project for which such members are appointed and shall be current employees of the Department of Administrative Services. The remaining members shall be appointed by the head or acting head of the user agency and shall serve only for deliberations involving the project for which such members are appointed.

3.2.13 CMR Screening Shortlist Panel Meeting: Screening Shortlist Panel Members Responsibilities:

.1 Mandatory Screening Shortlist Panel Meeting:

There will be a mandatory Screening Shortlist Panel meeting for all Screening Shortlist Panel members that will be coordinated and facilitated by the DCS Project Manager.

NOTES:

1. The DCS Project Manager will only serve as a facilitator for **Task #1** of the screening panel meeting, but is not a voting member.
2. The DCS Project Manager must leave the Screening Panel Meeting at the conclusion of **Task # 1**.
3. The DCS Process Management/QBS Unit shall designate the Screening Panel Chair.
4. If any member of the Screening is absent from the Screening Panel Meeting they must complete their score sheet and submit it to the DCS Process Management/QBS Unit as soon as possible.

.2 **CMR Screening Shortlist Panel Tasks:**

At the Mandatory Screening Shortlist Meeting the Screening Shortlist Panel Members shall have the responsibility to accomplish the following tasks:

Task No. 1 - Overview of Screening Shortlist Procedures:

- 1.0 Project Specific Information
(Overview by the DCS PM or Chair and User Agency Representative).
- 2.0 Any Unique Or Technical Issues
(Overview by the DCS PM or Chair and/or Applicable Expert).
- 3.0 **Screening Shortlist Panelist Rating Sheet for CMR Services (1735)**
(Overview by a DCS Process Management/QBS Unit Staff Member).
- 4.0 **Screening Shortlist Evaluation Guide for CMR Services (1736)**
(Overview by a DCS Process Management/QBS Unit Staff Member).

Task No. 2 - Review All Of The Following Screening Documents:

- 1.0 **RFQ Web Advertisement for CMR Services (1700)** (Overview by a DCS Process Management/QBS Unit Staff Member).
- 2.0 **QBS Submittal Booklets for CMR Services** (Overview by a DCS Process Management/QBS Unit Staff Member).
- 3.0 **QBS Screening Shortlist Questionnaire for CMR Services (1713)**
- 4.0 **Screening Phone Reference Documentation for CMR Services (1732)**

NOTES:

- 1. The DCS Process Management/QBS Unit Staff Member may leave the screening panel meeting after delivering the screening documents and must not be participate during **Task # 2**.
- 2. None of the above screening documents shall be allowed to be removed from DCS for review at any time prior to or during the screening stage without the approval of the DCS Process Management/QBS Unit Selection Administrator.

Task No. 3 - Evaluate/Rate All Submittals:

- 1.0 Screening Shortlist Panel Members shall utilize the **Screening Shortlist Panelist Rating Sheet for CMR Services (1735)** (and the **Screening Shortlist Evaluation Guide for CMR Services (1736)**) to rate the Screening Criteria for all submittals.

NOTES:

- 1. Panel members must rate the submittal qualifications of each individual CMR against the screening guideline rating criteria (point values modified as applicable).
- 2. Panel members must not rate individual submittal qualifications in comparison to each other.

Task No. 4 – Conclusion of Screening Shortlist Panel:

- 1.0 **Collect the Screening Shortlist Panel Member Rating Sheets:**
The DCS Screening Shortlist Panel Chair shall collect each **Screening Shortlist Panelist Rating Sheet for CMR Services (1735)** from each panel member for computation by the DCS Process Management/QBS Unit.
- 2.0 **Compute The Final Scores:**
A member of the DCS Process Management/QBS Unit staff shall compute the final scores of each CMR.
- 3.0 **Computation Verification:**
Another member of the DCS Process Management/QBS Unit staff, not involved in the original screening computation, shall independently check the original screening computation for accuracy. The completed **Screening Shortlist Ratings Calculation Spreadsheet for CMR Services (1738)** shall be signed by both DCS Process Management/QBS Unit staff members.

3.2.14 CMR Screening Shortlist Records:

Securely bound copies of all CMR QBS Submittal Booklets reviewed by the Screening Shortlist Panel shall be returned to the DCS Process Management/QBS Unit. All documents and the **Selection Records Checklist (1298)** will be filed with the DCS Process Management/QBS Unit. Three (3) ring binder copies of **QBS Submittal Booklets for CMR Services** shall be forwarded to the assigned DCS Project Manager and filed with the Team file.

.1 All rating information shall be treated as confidential and **is not releasable** until final contract signing and approval by the Office of the Attorney General. Upon execution of the contract, other CMR's may request a copy of the **Screening Shortlist Panelist Rating Sheets for CMR Services (1735)** (DCS Process Management/QBS Unit).

3.2.15 Deficient Submittal Notification:

The DCS Process Management/QBS Unit shall send a **QBS Deficient Submittal Letter for CMR Services (1721)**-(mail, fax or email) to CMR's containing the reason(s) why their submittal was deemed deficient.

3.2.16 Not Shortlisted Notification

The DCS Process Management/QBS Unit shall send a **QBS Not Shortlisted Notification for CMR Services (1740)** (mail, fax or email) to CMR's notifying them that they have not been shortlisted for this Contract. The letter shall offer the CMR an opportunity for a debriefing once the final contract is negotiated and signed.

3.2.17 Debriefing

All CMR's not Shortlisted that wish to obtain feedback on their initial **QBS Submittal Booklets for CMR Services** submitted for this Contract may contact the DCS Process Management/QBS Unit and arrange for a debriefing.

NOTE: Debriefings shall **NOT** occur prior to the execution and signing of the CMR Contract for this Project.

4.0 CMR Request for Proposals (RFP):

After all of the CMR's firms that were not Shortlisted have been officially notified then the DCS PM shall prepare a **CMR Request For Proposals (RFP)** to be sent to each of the Shortlisted CMR's notifying them of the specific Date / Time / Location that the CMR RFP is available. Each CMR RFP is comprised of the following

4.1 CMR RFP Project Information and Components:

The CMR RFP contains the following Project Information and Qualitative Criteria Component Submittal Requirements:

CMR Request For Proposals (RFP) : (Examples)

CMR RFP Project Information:

1. Proposed Key Milestone Schedule;
2. Cost of the Work Budget;
3. Proposed Contract Time in Calendar Days;
4. Project Narrative(s) / Description(s);
5. A/E Design Phase Documents.
6. CMR RFP Evaluation Procedure;
7. CMR Agreement (example);
8. General Conditions - CMR (example).

CMR Qualitative Criteria Components Submittal Requirements:

1. Resubmittal of (CMR) QBS Submittal Booklet;
2. CMR Experience;
3. CMR's Project Organization, Personnel Experience and Qualifications;
4. CMR's Project Approach and Project Plan;
5. CMR's Past Performance on CMR Projects;
6. CMR's Safety Plan and Safety Record;
7. CMR Qualitative Criteria Narrative Requirements.

Sealed Cost Components Proposal Submittal Requirements:

1. CMR Cost Proposal Form;
2. Cost Proposal Worksheet.

Note: All Listed Material May Not Apply To Every CMR RFP Or May Become Applicable At A Later Date.

5.0 CMR Best Value Based Selection Procedure:

The CMR Selection Procedure utilizes a-three (3) step “Best Value Based Selection” Procedure.

- 5.1 Step 1: CMR Selection Presentations and Evaluation of CMR Qualitative Criteria Components Submittals.**
- 5.2 Step 2: Public Opening of the CMR Sealed Cost Components Proposal Submittals.**
- 5.3 Step 3: Best Value Calculation of the CMR Qualitative Criteria Components Submittals and Sealed Cost Components Proposal Submittals.**

6.0 Step 1: CMR Selection Presentations and Evaluation of CMR Qualitative Criteria Components Submittals:

6.1 CMR RFP Selection Panel Members:

In accordance with the Connecticut General Statutes there shall be established within the Department of Administrative Services, RFP Selection Panels. Each RFP Selection Panel member shall receive a **RFP Selection Panelist Notification for CMR Services (1752)**. The RFP Selection Panels shall consist of five (5) members, four (4) of such members shall be appointed by the Commissioner of the Department of Administrative Services, shall serve only for deliberations involving the project for which such members are appointed, and shall be current or retired employees of the Department of Administrative Services. The remaining member shall be appointed by the head or acting head of the user agency and shall serve only for deliberations involving the project for which such member is appointed.

6.1.1 Connecticut Health and Education Facilities Authority (CHEFA) Funded Projects:

In accordance with the Connecticut General Statutes there shall be established within the Department of Administrative Services a Connecticut Health and Education Facilities Authority (CHEFA) Panel for CHEFA Funded Projects which shall consist of five (5) members. Three (3) of such members shall be appointed by the Commissioner of the Department of Administrative Services, shall serve only for deliberations involving the project for which such members are appointed and shall be current employees of the Department of Administrative Services. The remaining members shall be appointed by the head or acting head of the user agency and shall serve only for deliberations involving the project for which such members are appointed.

6.2 Mandatory Pre-Selection - CMR Proposal Review Meeting:

Prior to the Selection there will be a Mandatory CMR Proposal Review Meeting of the Selection Panel Members to review the Qualitative Criteria Components of each CMR’s RFP Proposal that will be coordinated and facilitated by the DCS Project Manager.

- 6.2.1 **CMR Proposal Qualitative Criteria Components Review Checklist:**
 At the Pre-Selection - CMR Proposal Review Meeting the Panel Members shall have the responsibility to review all of following information from the **RFP Review Guidelines & Checklist for CMR Services (1760)**.

Example CMR Proposal Qualitative Criteria Components Review Checklist:	
The Selection-Panel Members shall review each of the following Tabs of each CMR's QBS Submittal Booklet for Compliance.	
Step 1 Review the Following:	
Division 2: CMR Letter of Interest: The CMR's Letter of Interest explains why their Firm and their proposed team have the qualifications and past performance to be selected for this specific contract.	
Division 4: DAS Prequalification Certificate and DCP Major Contractor's License: <ul style="list-style-type: none"> Verify that the CMR has submitted a DAS Prequalification Certificate and a DAS Update Certificate for the DAS Contractor Prequalification Classification for Construction Manager At-Risk (Group A). Verify that the CMR has submitted a Connecticut Major Contractor's License issued by the Connecticut Department of Consumer Protection (DCP). 	
Division 6: QBS Screening Shortlist Questionnaire for CMR Services: <ul style="list-style-type: none"> Each prospective CMR must answer all of the following questions and provide all requested information, where applicable. Any prospective CMR failing to do so may be deemed to be not responsive and not responsible; Negative answers to all other questions will be considered "unsatisfactory"; No answers to the following six (6) questions may cause the prospective CMR to be deemed not responsive. 	
Question No.:	Item Name
1.	Major Contractor's License: Has your firm's contractor's license ever been suspended or revoked by the Connecticut Department of Consumer Protection? YES <input type="checkbox"/> , NO <input type="checkbox"/> .
2.	DAS Prequalification Certification & DAS Update Certificate: Has your firm ever been deemed not Prequalified by DAS for a DAS Classification Construction Manager At-Risk (Group A)? YES <input type="checkbox"/> , NO <input type="checkbox"/> .
3.	Construction Management At Risk Experience: <i>(See the CMR's Phone Reference Documentation for the Projects listed in CMR's Response to Question Number 3.)</i> Since 2000, has your firm completed and reached substantial completion on three (3) or more projects in a urban, campus setting such as a higher educational institution, medical center, or similar type of project having equal or greater size, complexity, and construction dollar value of this project for which subcontractor bids are to be submitted. The prospective CMR must have been the Construction Manager At-Risk for the projects, which shall have been completed through competitive public bidding. YES <input type="checkbox"/> , NO <input type="checkbox"/> .
	If yes, provide the following information on such projects. Provide the same information for each project, a minimum of three (3) [maximum of five (5)] projects:
	Note: The DCS PM shall conduct the CMR's Phone Reference calls.

6.2.1 CMR Proposal Qualitative Criteria Components Review Checklist: (Continued)

Example CMR Proposal Submittal Proposal Components Review Checklist: (Continued)	
Division 6: QBS Screening Shortlist Questionnaire for CMR Services (Continued):	
Question No.:	Item Name
4.	Safety / Criminal;
4.1	List all willful or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the CMR Screening Shortlisting for this Project.
4.2	Has your organization had any criminal convictions related to the injury or death of any employee in the three-year period preceding the CMR Screening Shortlisting for this project? YES <input type="checkbox"/>, NO <input type="checkbox"/>
4.3	Does your firm have a written injury and illness prevention program? YES <input type="checkbox"/>, NO <input type="checkbox"/> .
4.4	Will your firm have personnel permanently assigned to safety on this project? YES <input type="checkbox"/>, NO <input type="checkbox"/> . If yes, state the names of all such personnel who will be assigned and individually list their specific duties (if necessary, list additional names in Section 11 Prospective CMR Comments, in this Questionnaire):
5.	Surety/contracts taken over by surety or unable to obtain bonding;
Question No.:	Item Name
6.	Insurance.
	Is your firm able to obtain the following insurance in the limits stated? (See Article 36 of the General Conditions of the Contract for Construction, Department of Construction Services, State of Connecticut.)
6.1.	Commercial General Liability: Including Bodily Injury and Property Damage. Policy must include: Explosion, Collapse and Underground Hazards; Completed Operations Coverage; Contractual Liability. \$_____ each occurrence \$_____ annual aggregate. YES <input type="checkbox"/>, NO <input type="checkbox"/> .
6.2	Owner's and Contractor's Protective Liability: total limit of \$_____ for all damages arising out of bodily injury or death of persons in any one accident or occurrence and for all damages arising out of injury or destruction of property in any one accident or occurrence and subject to a total (aggregate) limit of \$_____ for all damages arising out of bodily injury to or death of persons in all accidents or occurrences and out of injury to or destruction of property during the policy period. YES <input type="checkbox"/>, NO <input type="checkbox"/> .
6.3	Commercial Automobile Liability: Including Bodily Injury and Property Damage (Owned, Hired and Non-Owned): A total limit of \$_____ for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$_____. YES <input type="checkbox"/>, NO <input type="checkbox"/> .
6.4	Workers' Compensation and Employer's Liability (as required by Connecticut Law) and Employers' Liability: Workers' Compensation and Employer's Liability as required by Connecticut Law and employers' liability with a limit of not less than \$_____ per occurrence, \$_____ disease policy limit and \$_____ disease each employee. YES <input type="checkbox"/>, NO <input type="checkbox"/> .

Example CMR Proposal Submittal Proposal Components Review Checklist: (Continued)	
Division 6: QBS Screening Shortlist Questionnaire for CMR Services (Continued):	
Question No.:	Item Name
6.5	Inland Marine/Transit Insurance. With respect to property with values in excess of (\$ _____) which is rigged, hauled, or situated at the site pending installation, the CMR shall maintain inland marine/transit insurance provided the coverage is not afforded by a Builder's Risk policy YES <input type="checkbox"/>, NO <input type="checkbox"/>.
6.6	Professional Services Liability. The CMR shall furnish evidence by way of a certificate of insurance that it has obtained a professional services liability insurance policy with (\$ _____) minimum coverage for negligence and errors and omissions. YES <input type="checkbox"/>, NO <input type="checkbox"/>.
6.7	Umbrella Liability Insurance: Umbrella liability insurance provides additional coverage when the limits of insurance on an underlying policy or several different underlying policies are exceeded in the amount of \$ _____. YES <input type="checkbox"/>, NO <input type="checkbox"/>.
Question No.:	Item Name
7.	Claims History: (Information submitted for informational purposes only):
Question No.:	Item Name
8.	Affirmative Action: 8.1 Does your firm have a written affirmative action program for employment? YES <input type="checkbox"/>, NO <input type="checkbox"/>. If yes, provide a copy of the written program. 8.2 Does your firm have a written affirmative action program for the use of subcontractors and suppliers that are Minority Business Enterprises (MBE's), Woman Business Enterprises (WBEs), or Small Business Enterprises (SBE's)? YES <input type="checkbox"/>, NO <input type="checkbox"/>. If yes, provide a copy of the written program.
9.	Quality Assurance/Quality Control: Does your firm have a written quality assurance program? YES <input type="checkbox"/>, NO <input type="checkbox"/>. If yes, provide a copy of the written program.
10.	Prior Disqualification: (Information submitted for informational purposes only) 10.1 Has your firm ever been formally disqualified from performing work for the State Of Connecticut? YES <input type="checkbox"/>, NO <input type="checkbox"/>. If yes, provide the following information for each such disqualification 10.2 Has your firm ever been formally disqualified from performing work for any contracting entity other than the State of Connecticut? YES <input type="checkbox"/>, NO <input type="checkbox"/>. If yes, provide the following information for each such disqualification:

Example CMR Proposal Submittal Proposal Components Review Checklist: (Continued)											
Division 7: CMR Organization Chart:											
7.1	Preconstruction Phase Scope of Services Organizational Chart: Submit a proposed organizational chart the indicating the names and roles of Key Personnel that shall provide Preconstruction Phase Scope of Services as described in Section 00 54 13 Construction Management At Risk (CMR) Preconstruction Phase Supplemental Scope of Services of the CMR RFP.										
7.2	Construction Phase Scope of Services Organizational Chart: Submit a proposed organizational chart the indicating the names and roles of Key Personnel that shall provide Construction Phase Scope of Services as described in the following: <ul style="list-style-type: none"> • 00 52 23 - Construction Management At Risk (CMR) Agreement, Article 2 - Construction Manager At-Risk Responsibilities; • Exhibit B, CMR – GMP Cost Allocation Matrix; • Section, 00 72 23, Division 00 General Conditions of the Contract for Construction – CMR; • Section, 01 10 00, Division 01, General Requirements – CMR. 										
Division 8 CMR Key Personnel Resumes											
8.1	CMR Preconstruction Phase Key Personnel Resumes: Attach resumes that include the following information, for all CMR Key Personnel shown in the Preconstruction Phase Scope of Services Organizational Chart required in Division 7: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr><td style="width: 10%;">8.1.1</td><td>Position/Job Function Description;</td></tr> <tr><td>8.1.2</td><td>Staff Member Name;</td></tr> <tr><td>8.1.3</td><td>Staff Member Title;</td></tr> <tr><td>8.1.4</td><td>Years Employed By Your Firm;</td></tr> <tr><td>8.1.5</td><td>Years In Present Position/Job Function.</td></tr> </table>	8.1.1	Position/Job Function Description;	8.1.2	Staff Member Name;	8.1.3	Staff Member Title;	8.1.4	Years Employed By Your Firm;	8.1.5	Years In Present Position/Job Function.
8.1.1	Position/Job Function Description;										
8.1.2	Staff Member Name;										
8.1.3	Staff Member Title;										
8.1.4	Years Employed By Your Firm;										
8.1.5	Years In Present Position/Job Function.										
8.2	CMR Construction Phase Key Personnel Resumes: Attach resumes that include the following information, for all CMR Key Personnel shown in the Construction Phase Scope of Services Organizational Chart required in Division 7: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr><td style="width: 10%;">8.2.1</td><td>Position/Job Function Description;</td></tr> <tr><td>8.2.2</td><td>Staff Member Name;</td></tr> <tr><td>8.2.3</td><td>Staff Member Title;</td></tr> <tr><td>8.2.4</td><td>Years Employed By Your Firm;</td></tr> <tr><td>8.2.5</td><td>Years In Present Position/Job Function.</td></tr> </table>	8.2.1	Position/Job Function Description;	8.2.2	Staff Member Name;	8.2.3	Staff Member Title;	8.2.4	Years Employed By Your Firm;	8.2.5	Years In Present Position/Job Function.
8.2.1	Position/Job Function Description;										
8.2.2	Staff Member Name;										
8.2.3	Staff Member Title;										
8.2.4	Years Employed By Your Firm;										
8.2.5	Years In Present Position/Job Function.										
Step 2 Review the Following:											
CMR Qualitative Criteria Narrative:											
Read the CMR's Qualitative Criteria Narrative submitted in the CMR's Proposal Narrative three (3) to six (6) for the following Qualitative Criteria Components:											
Qualitative Criteria Components – Point Scoring Table Outline:											
Qualitative Criteria:											
1.	Experience.										
2.	Project Organization, Personnel Experience and Qualifications.										
3.	Project Approach and Preliminary Project Plan.										
4.	Past Performance on CMR projects, GC Projects, Or Other Relevant Performance Data.										
5.	Schedule Performance.										
6.	Safety Record.										

6.3 CMR Selection Presentation Summary:

6.3.1 During Each Selection Presentation:

Each Selection Panel Member shall take notes on the presentation on the **RFP Selection Panelist Rating Sheet for CMR Services (1763)** for the purposes of evaluating the presentation in relationship to the six (6) Qualitative Criteria Components Categories.

6.3.2 Questions & Answer Period:

Immediately following the Presentation, there will be fifteen (15) minutes of Questions and Answers (Q&A) allotted for follow up questions by the CMR Selection Panel Members. The CMR presentation and responses to the follow-up questions shall be evaluated and rated by the Selection Panel Members in accordance with the **RFP Selection Panelist Rating Sheet for CMR Services (1763)**.

6.3.3 End Of Each Presentation:

At the conclusion of the Q&A period, the CMR Proposer shall exit the Presentation Room. After the CMR has exited the Presentation Room, a brief discussion of the Selection Panel Members shall take place solely to discuss any question or answer that was confusing or not understood. Each Selection Panel Member shall then individually note in **(PENCIL)** their rating of the CMR on each of the criteria on the **RFP Selection Panelist Rating Sheet for CMR Services (1763)**.

6.3.4 At the End Of All Presentations:

All of the individual ratings will be reviewed and discussed as a group at the conclusion of all of the presentations. The Selection Panel Members shall evaluate the individual scoring categories and shall utilize **ALL** of the following information to evaluate and rate each CMR for the following:

- .1 The CMR's overall staffing plan and the Staff Qualifications of key individuals; and
- .2 The CMR's overall project approach and general project schedule shall be compared as part the Best Value Selection Process; and
- .3 The CMR's Submittal Booklet; and
- .4 The CMR Qualitative Criteria Narrative Response; and
- .5 The CMR's Selection Presentation.

6.4 CMR Selection Presentation - Qualitative Criteria Components Evaluation:

The CMR Selection Panel shall interview each shortlisted CMR Proposer and at the end of each Presentation they shall evaluate **six (6) "Qualitative Criteria Components"** of the CMR's Proposal to determine rating scores based upon the established Qualitative Criteria and Rating Point Values for the project as follows:

Item	Six (6) Qualitative Criteria Components – Rating Points Table:	Points Values
.1	Experience: The CMR proposer has verifiable construction management at risk experience with a client group that demonstrates the proposer's performance can best satisfy DCS project needs.	10
.2	Project Organization, Personnel Experience and Qualifications: Confirmation that the Proposer's professional and personnel staff who will serve as <u>primary project staff</u> possess appropriate project experience and can demonstrate successful related construction management work experience and construction manager at risk experience; with evaluation emphasis placed on the technical expertise and credentials of the proposed project staff. This evaluation will focus on the proposed project superintendent, plus the field support staff. This same staff shall be identified in the CMR Agreement. [NOTE: 50% of the rating is based on the Superintendent and key "on site" project staff and 50% is based on the balance of CMR Project Organization.]	30
.3	Project Approach and Preliminary Project Plan: In the response to the RFP, the proposer shall demonstrate its approach to the construction management at risk process indicating a clear understanding of the purpose, service, scope, and objectives of this RFP. The CMR Qualitative Proposal will include the Proposed Project Plan and General Construction Schedule, plus other detail, as appropriate, for example a preliminary site utilization plan, etc. The submission shall include information related to the CMRs approach and prior success related to Subcontractor Coordination, Management	15

of Sub Contractors, Budget Performance; Schedule Performance, Claims Avoidance, and effective Project Closeout (90 day goal).

Item	Six (6) Qualitative Criteria Components – Rating Points Table: (Continued)	Rating Points Values
.4	Past Performance on CMR projects, GC Projects, Or Other Relevant Performance Data: The proposer shall include in the RFP response specific Project Examples, Reference Contracts and other relevant information to allow CT DCS to evaluate the CMR's past performance on related government and or private sector construction management contracts. [NOTE: DCS shall base much of this past performance rating on the material submitted as part of the resubmitted CMR QBS Submittal Booklet Package]	15
.5	Schedule Performance: Project Schedule compliance is very important. The CMR proposal shall include examples of past scheduling performance, on time project delivery, in-house scheduling capabilities, and successful schedule recovery on past projects. Related Owner references shall be furnished. Preliminary schedule comments on this project may be included as well as ideas on pro-active approaches to achieve the schedule. The RFP Package includes information on the planned projects duration. A diagrammatic schedule, a bar chart or a similar simple illustrative format detailing the project delivery schedule for completion is requested. [The Project construction duration may be refined as part of the planned GMP buy out process. However, any changes that alter the Substantial Completion Date or the Acceptance Date shall require the prior written approval of the Owner.]	20
.6	Safety Record: The CMR Proposers will be rated based on their past safety record and their proposed safety program.	10
Total Possible Qualitative Points		100

6.5 CMR Selection Presentation - Qualitative Criteria Components Grading:

The evaluation of the "Qualitative Criteria Components" of the CMR's Proposal shall be based upon established **Grades** and **percentages** of Rating Point Values for the project as follows:

Grades	Rating Points %	Qualitative Criteria Components Grading
A	100	Grade is reserved only for a Proposal that exceeds the minimum expectations and requirements of the specific Qualitative Criteria Component in the RFP.
B	85	Grade is for a Proposal that completely fulfills the minimum expectations and requirements of the specific Qualitative Criteria Component in the RFP.
C	70	Grade is for a Proposal that barely (i.e. within a lower standard) fulfills the minimum expectations and requirements of the specific Qualitative Criteria Component in the RFP.
D	50	Grade is for a Proposal that does not properly fulfill the minimum expectations and requirements of the specific Qualitative Criteria Component in the RFP.

7.0 Step 2: Public Opening of CMR Sealed Cost Proposal Components Submittals:

After the conclusion of all of the CMR Presentations and **Qualitative Criteria Components Rating Evaluations** and in accordance with the Key Milestone Schedule of **Section 00 24 19.2 Project Scope, Proposal Submittal Requirements, Evaluation, And Selection Procedures CMR (GMP)** of the CMR RFP for the project, there shall be a Public Opening of each shortlisted CMR's Sealed Cost Proposal Components Submittal.

7.1 Review and Evaluation of the Sealed Cost Proposal Component Submittals:

The CMR Selection Panel shall publicly open and review the "Sealed Cost Proposal Components Submittals", including the **CMR Cost Proposal Form (Section 00 42 23)** and **Cost Proposal Worksheets**, for compliance with all of the requirements of the RFP.

7.2 Not-Responsive Designation:

Failure of a CMR to the submit **Sealed Cost Proposal Components** (including any required affidavits and certifications) by the published Deadline, with the required contents and format, and at the designated location, shall result in the CMR Proposer being deemed Not-Responsive for consideration on this Contract.

7.2.1 CMR Cost Proposal submittals shall include all work indicated in the CMR RFP without any exceptions, clarifications, and/or exclusions. Submission of any exceptions, clarifications and/or exclusions SHALL result in the CMR's Proposal being deemed Not Responsive.

8.0 Step 3: Best Value Calculation of the CMR Qualitative Criteria Components Submittals and Sealed Cost Components Proposal Submittals:

After the Public Opening and evaluation of the **CMR Sealed Cost Components Proposal Submittals**, and in accordance with the Key Milestone Schedule of **Section 00 24 19.2 Project Scope, Proposal Submittal Requirements, Evaluation, And Selection Procedures CMR (GMP)** of the CMR RFP, the CMR Best Value Based Selection Calculation Procedure begins.

8.1 CMR Best Value Based Selection Procedure:

The Best Value CMR Rankings for each CMR Proposer shall be determined as follows:

8.1.1 CMR's Average Total Qualitative Points Calculation:

The CMR's Average Total Qualitative Points of all of the Selection Panel Members Qualitative Point scores is computed for each CMR Proposer.

8.1.2 Quality Incentive Factor:

DCS will adjust the Total Average Qualitative Points score via the following Quality Incentive Factors. This reflects DCS's preference for the more highly Qualified Firms. Each Firm's Total Average Qualitative Points will be adjusted per the following table:

CMR's Total Average Qualitative Points (Rounded to nearest whole number.)				Quality Incentive Factor		Adjusted CMR's Total Average Qualitative Points (Rounded to nearest whole number.)		
95	→	100	×	1.20	=	114	→	120
90	→	94	×	1.15	=	104	→	108
85	→	90	×	1.10	=	94	→	99
80	→	84	×	1.05	=	84	→	88
70	→	79	×	1.00	=	70	→	79
0	→	69	×	0.00			→	0

NOTE: If a Firm's Total Cost Proposal is more than 20% below the average of the other two (2) or three (3) Firm's Cost Proposals, then that Firm will be considered "non-responsive". This is to preclude a Firm with an unusually low "Cost Proposal" from distorting the "Cost Per Unit Of Quality" calculations that represent the Firm that will provide the "Best Value" CMR Services necessary for support of estimated "Cost of the Work" of the Project.

8.1.3 Adjusted CMR's Total Average Qualitative Point Calculation:

The Total Lump Sum Proposal Cost In Dollars (\$) is then divided by the Adjusted CMR's Total Average Qualitative Point for each CMR Proposal to determine a Cost Per Unit Of Quality for each CMR.

- 8.1.4 Lowest Cost Per Unit Of Quality:** The CMR Proposal with the Lowest Cost Per Unit Of Quality shall be the deemed the Best Value Proposal.

NOTE: DCS shall calculate the **Total Lump Sum Proposal Cost in Dollars** by using the sum of three (3) cost components in the DCS "Best Value Score Calculation" from the **CMR's Total Cost Proposal Breakdown Table** of Section 00 42 23 CMR Cost Proposal Form as follows:

$$\begin{array}{r}
 + \text{ Preconstruction Phase Services Cost} \\
 + \text{ Construction Phase Services Cost} \\
 + \text{ CMR Fee} \\
 \hline
 = \text{ CMR's Total Lump Sum Proposal Cost In Dollars (\$).}
 \end{array}$$

8.2 CMR Best Value Score Calculation (Example):

The following is an example of Best Value Proposal Score Calculation:

CMR Proposer	CMR's Total Lump Sum Proposal Cost In Dollars (\$)	CMR's Average Total Qualitative Points Multiplied By Quality Incentive Factor Equals Adjusted CMR's Total Average Qualitative Points	Cost Per Unit Of Quality	CMR Rankings
A	\$7,000,000	89 X 1.10 = 98	\$71,229.00	2
B	\$7,500,000	94 X 1.15 = 108	\$69,444.00	1
C	\$6,500,000	82 X 1.05 = 86	\$75,581.00	3

8.2.1 CMR Best Value Proposal Determination:

In the above example the CMR Proposal "B" is determined to be the Best Value Proposal and is selected. It must be noted that in this example the **lowest** Cost Per Unit Of Quality proposal does not represent the lowest cost submitted, but the lowest cost per unit of quality within the established budget.

- .1 In the event the CMR Agreement award is unsuccessful then the CMR with the next lowest Best Value Cost Per Unit Of Quality proposal is selected.
- .2 Any CMR Proposer with a majority of "D" Criteria Components Grades from the Selection Panel Members Total Rating Scores shall NOT be recommended.

8.2.2 Tie Breaker Protocol:

In the event of a tie score, the CMR Proposer with the lowest Cost per Unit of Quality proposal as was calculated for the User Agency shall be determined to be the Best Value Proposal. If, at this time, there still remains a tie then the Best Value Proposal shall be determined by a single toss of coin by the 2 tied CMR Proposers.

- 8.3 Conditional Selection By The CT DAS Commissioner:**
The DCS Process Management/QBS Unit shall submit a **Commissioner Selection Approval Memorandum for CMR Services (1767)** to the CT DAS Commissioner who shall make the final Selection from the list of most qualified CMRs submitted by the CMR Selection Panel. If the CT DAS Commissioner does not select the highest rated CMR listed by the CMR Selection Panel, then he or she shall prepare a written explanation of such decision.
- 8.4 Selection Results Notifications:**
After the CT DAS Commissioner has made the Selection, the DCS Process Management/QBS Unit shall send a **Conditional Selection Notification Letter for CMR Services (1769)** to the successful CMR. The DCS Process Management/QBS Unit shall also send a **Not Selected Letter for CMR Services (1770)** to all other CMR's who shortlisted but were not selected, and will advise the CMR Selection Panel Members of the results.
- 8.5 Selection Records:**
Securely bound copies of all CMR Submittal Booklets shall be returned to the DCS Process Management/QBS Unit. All documents and the **Selection Records Checklist (1298)** will be filed with the DCS Process Management/QBS Unit. Three (3) ring binder copies of CMR QBS Submittal Booklets shall be forwarded to the assigned DCS Project Manager and filed with the Team file.
- 8.5.1** All rating information shall be treated as confidential and is not releasable until final contract signing and approval by the Office of the Attorney General. Upon execution of the contract, other CMR's may request a copy of the screening and selection rating sheets (DCS Process Management/QBS Unit).
- 8.6 Debriefing:**
All CMR's wishing to obtain feedback on their CMR QBS Submittal Booklet, or their Selection Presentation may request a Debriefing meeting by contacting the DCS Process Management/QBS Unit. The DCS Process Management/QBS Unit Manager or another designee is exclusively responsible for conducting a debriefing with CMR's who were not chosen.
- 8.7 Award of CMR Agreement:**
When all of the required supplemental CMR Submittal documents have been submitted to the DCS Legal Services Unit and approved, then a CMR Agreement shall then be written and processed for approval. Prior to the start of work, the Funds for CMR Pre-Construction Services Cost must be in place and the CMR Agreement must have then been approved by the CT DAS Commissioner, and the Office of the Attorney General.

End

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***Construction Manager At-Risk (CMR)
Guaranteed Maximum Price (GMP)
Best Value Selection
Procedure Manual***