

April 24, 2026

**Addendum No. 3**

**Rentschler Field Caulking & Power Washing**

CRDA Project #26-018

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This addendum dated April 24, 2026, forms a part of the Contract Documents and modifies the original bidding documents. Please acknowledge receipt of this Addendum when you submit your bid. Failure to do so may subject the submitter to disqualification.

**Questions & Answers:**

1. Please provide the **State of Connecticut Certificate of Compliance Form**, as required for the bid submission? **See Attached**
2. Is a cleaner required for surface preparation, or is hot water sufficient?  
**Cleaner is not permitted. Hot water is sufficient.**
3. Regarding the red striping: should the existing striping be fully removed, or only prepped (for looseness) and coated over? **Existing should be removed.**
4. Do the quantities provided in the bid documents represent the total footage?  
**The quantities are an allowance. Follow as specified 012100.**
5. Is there an allowance included for concrete patching?  
**There is an overall miscellaneous concrete repair allowance of \$100,000. Actual concrete repairs and quantities are unknown and are to be bid on a Unit Price basis or on a T&M plus a Fee basis as per the Bid Form.**
6. If bleachers need to be removed for access to perform the work, who is responsible for removal and reinstallation? **Contractor is responsible.**
7. Based on Addendum#2, can you please advise, if the bidders need to carry the power washing of the seating section as per previous drawings or not? **See revised Bid Form**

8. If yes, how many sft area coverage should we carry? And under what line item should we include the cost? **See revised Bid Form**

**Attached:**

- Revised ITB
- State Forms

**End of Addendum #3**

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**Instructions to Bidders**

Project: Rentschler Field Caulking & Power Washing  
CRDA Project No. 26-018  
Location 615 Silver Lane, East Hartford, Connecticut

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**LEGAL NOTICE – INVITATION TO BID**  
**Rentschler Field Caulking & Power Washing**  
**CRDA Project No. 26-018**

The Capital Region Development Authority (CRDA) is soliciting sealed bids for a **caulking & power washing project at Rentschler Field**, located in East Hartford, Connecticut.

**Sealed bids must be received by 1:00 PM on April 30, 2026**, at the following address:

**Capital Region Development Authority**  
100 Columbus Boulevard, Suite 500  
Hartford, CT 06103

**Attn: Erica Levis**

Immediately following the deadline, all bids will be publicly opened and read aloud.

**Scope of Work**

The project generally includes, but is not limited to, the following:

1. Removal of existing sealants, power washing of the area around removed sealant, and provision and installation of new sealants.
2. Proper offsite disposal of all removed materials in accordance with applicable regulations.

Interested bidders are encouraged to review all bid documents and project specifications thoroughly. For further details or questions, please contact Erica Levis at CRDA.

This Invitation to Bid including Plans, specifications and documents for the project are available for viewing and downloading on the State Contracting Portal at [CTsource](#), and the CRDA website [RFP's - Capital Region Development Authority \(crdact.net\)](#), and may be examined at the Capital Region Development Authority, 100 Columbus Boulevard Suite 500, Hartford CT (contact Erica Levis at [elevis@crdact.net](mailto:elevis@crdact.net)).

Each Bid shall be accompanied by a Bid Guarantee in the form of a Bid Bond, certified in an amount not less than 5% of the base bid.

Bidders are advised that a good faith effort is required for participation in this contract by Small Business Enterprises (SBE) and Minority Business Enterprises (MBE). The SBE goal is twenty-five (25) percent of the contract value, with twenty-five (25) percent of that amount (6.25 percent of the overall project) as the MBE goal.

Bidders are advised that this project is subject to the prevailing wage requirements of Connecticut General Statutes Section 31-53. Conformance to the prevailing wage rates is required. Wage rate certifications are to be submitted with all applications for progress

payment. No payment will be made unless the wage rate certifications have been properly completed. Submission of certified payrolls is required.

A **mandatory pre-bid meeting** will be held at Rentschler Field located at 615 Silver Lane, East Hartford at **1:00 PM on March 26, 2026**.

CRDA reserves the right to reject any or all bids and to waive any or all informalities or technical defects, if it is deemed to be in the best interest of CRDA.

An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply.

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## **PART 1 – PROJECT OVERVIEW**

**1.1 PROJECT:**                    **Rentschler Field Caulking & Power Washing**  
   **CRDA Project No. 26-018**  
   615 Silver Lane, East Hartford, CT

**1.2 BID DUE DATE:**        Date: April 30, 2026  
   TIME: 1:00 PM

### **1.3 PROJECT DESCRIPTION**

The Capital Region Development Authority (CRDA) currently operates Pratt & Whitney Stadium at Rentschler Field on behalf of the Office of Policy and Management (OPM - the building's owner). CRDA intends to enter into a contract with a qualified contractor for the replacement and power washing of existing sealants at the Concourse.

### **1.4 PROJECT SCHEDULE**

The Contractor shall mobilize within one (1) week of execution of the Contract and Notice to Proceed and reach substantial completion by end of calendar year 2026, but in no case should the contract extend beyond June 2027.

## **PART 2 – PROJECT SCOPE OF WORK**

The project includes caulking and power washing to the existing Concourse. All demolished materials will be disposed of offsite. This project includes but is not limited to all work shown on the Project Drawings and Project Manual.

## **PART 3 – GENERAL INFORMATION**

### **3.1 Definitions**

- A. Addenda = are written or graphic instruments issued by the Engineer prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- B. Architect/Engineer = Silver/Petrucci + Associates, Inc., LLC – Hamden, CT
- C. Base Bid = the total sum for which the Bidder offers to perform the Work described in the Bidding Documents.
- D. Base Contract = the Scope of Work for all work identified in the Contract Documents.
- E. Bid = the complete and properly signed proposal to do the Work for the sums stipulated therein. A bid is considered complete if it is submitted according to the terms of the Bidding Documents.

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- F. Bidder = a person or entity who submits a Bid. A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment and/or labor for a portion of the Work.
- G. Bidding Requirements shall include:
1. The Invitation to Bid
  2. The Instructions to Bidders (ITB) including all Attachments and Schedules
  3. The Bid Form
  4. Bid Bond
  5. All Bid Documents and forms Listed on page 21
  6. Draft Contract attached hereto as Attachment C
  7. Requirements of Attachment B
  8. Prevailing Wage Rates, Attachment G
  9. Project Manual by Silver/Petrucci + Associates, dated 03/12/2026
  10. Project Drawings by Silver/Petrucci + Associates, dated 03/12/2026
- H. Contract Sum = equal to the Base Bid. The Contract Sum will be adjusted up or down by approved Contract Change Orders.
- I. Contract Documents =
1. The form of Agreement between the Owner and Contractor is attached hereto as Attachment C.
  2. Conditions of the Contract (General, Supplementary and other Conditions).
  3. Signed and Sealed Bid Submission Documents
  3. Project Drawings by Silver/Petrucci + Associates, dated 03/12/26
  4. Project Manual by Silver/Petrucci + Associates, dated 03/12/26
  5. Addenda issued prior to execution of the Contract.
- J. Contract Duration = The period of time defined in which the Contract Scope of Work must be completed.
- K. Contractor as used in the ITB = the Successful Bidder.
- L. Invitation to Bid = The Invitation to Bid, abbreviated ITB, shall include the Legal Notice, Instruction to Bidders, Bid Form, Project Drawings and Project Manual (Specifications), Addenda issued prior to the Bid Due Date and all related Exhibits, Attachments, Schedules and other documents commonly referred to collectively as the Bid Documents.
- M. Owner = The Capital Region Development Authority (CRDA) currently operates Pratt & Whitney Stadium at Rentschler Field on behalf of the Office of Policy and Management (OPM - the building's owner), CRDA will oversee

Construction. Where "Owner" appears it shall generally refer to CRDA.

- N. Owner's Designated Representative for Bid Administration, Erica Levis, [elevis@crdact.net](mailto:elevis@crdact.net)
- O. Owner's Designated Representative for Construction Administration, Mark O'Connell, [moconnell@crdact.net](mailto:moconnell@crdact.net) under the oversight of Robert Houlihan, [rhoulhan@crdact.net](mailto:rhoulhan@crdact.net)
- P. Detailed Schedule = a detailed critical path schedule of all work planned for all work sequences
- Q. Project = Rentschler Field Caulking & Power Washing, CRDA Project No. 26-018
- R. Successful Bidder – a qualified bidder who has complied with all the requirements of the Bid Documents and is the apparent low Bidder to whom CRDA makes an award.
- S. Definitions established in the General Conditions of the Contract for Construction, or in the other Contract Documents are applicable to the Bidding Documents.

### 3.2 Bidder's Representations

- A. By making a Bid, the Bidder represents that:
  - 1. The Bidder has carefully examined the Bidding Documents; the requirements are clear and concurs with them. The Bid is made in full agreement with those requirements.
  - 2. The Bidder understands the requirements of the Bidding Documents to the extent that such documentation relates to the Work for which the Bid is submitted, for other portions of the Project, if any, being bid concurrently or presently under construction.
  - 3. The Bidder and appropriate Sub-bidders have visited the site, have become familiar with local conditions under which the Work is to be performed, site conditions, logistics and have correlated the Bidder's personal observations with the requirements of the Bidding Documents.
  - 4. The submission of a bid or proposal by a contractor for the whole or any part of the work contained in the specifications shall constitute an acceptance by such contractor of the terms and conditions of all duly promulgated ordinances and regulations of the Location (Town or City) that the Work is being performed at to the extent the same are applicable; and a contract awarded in response to such bid or proposal shall be deemed to incorporate all such pertinent ordinances and regulations.
  - 5. The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception or qualification.
  - 6. The Bidder has not colluded with any other person in regard to any Bid or sub-bid submitted.

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### 3.3 Bidding Documents

- A. Documents are available only in complete sets
  - 1. Bidders shall use complete sets of Bidding Documents in preparing Bids. The Owner and Architect assume no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
  - 2. Copies of the Bidding Documents are made available for the sole purpose of obtaining Bids on the Work. No license or permission is granted for any other use of the Bidding Documents.
  - 3. The Invitation to Bid, Bid Documents and any Addenda will be posted on the Department of Administrative Services (DAS) website [CTsource](#) as well as the CRDA website, [RFP's - Capital Region Development Authority \(crdact.net\)](#)
  - 4. Drawings, specifications and related bid documents may be examined at the Capital Region Development Authority, 100 Columbus Boulevard Suite 500, Hartford CT (Connecticut Convention Center 5<sup>th</sup> floor) contact Erica Levis at [elevis@crdact.net](mailto:elevis@crdact.net)

### 3.4 Interpretation or Correction of Bidding Documents

- A. Bidders shall thoroughly examine and be familiar with the drawings and the specifications. The failure or omission of any Bidder to receive or examine any form, instrument, or document shall in no way relieve the Bidder from any obligation with respect to its bid.
- B. Bidders shall carefully examine the contents of this Invitation to Bid (ITB) and related documents. Any ambiguities or inconsistencies shall be brought to the attention of CRDA in writing by **April 20, 2026**. Failure to do so will constitute your acceptance of any subsequent interpretation or decision made by CRDA.
- C. No interpretation of the meaning of this ITB will be made orally. In the event that CRDA provides any interpretation, only written interpretations will be binding upon CRDA. All questions, clarifications and other responses will be posted on the State Contracting Portal and the CRDA website in accordance with the Bid Timeline. Any addenda or amendments to this ITB will also be posted on the State Contracting Portal and the CRDA website. Bidders are strongly encouraged to return periodically to the CRDA website for updates and information related to this Invitation to Bid.
- D. Requests for clarification or interpretation of the ITB or Bidding Documents shall be made in writing. The CRDA will accept requests for clarifications up until **April 20, 2026 at 3:00 p.m.** Clarification or Questions can be emailed to Erica Levis at [elevis@crdact.net](mailto:elevis@crdact.net).
- E. CRDA reserves the right to respond or not to respond to specific questions, clarifications or requests concerning the ITB process. CRDA acknowledges that information contained in the submission may be subject to the Freedom of Information Act (FOIA).

- F. CRDA may amend or cancel this bid or modify the schedule, prior to the due date and time, if CRDA deems it to be necessary, appropriate or otherwise in the best interest of CRDA.

### **3.5 Substitutions**

- A. The materials, products and equipment described in the Bidding Documents establish the standard required for the function, dimensions, appearance and quality to be met by any proposed substitution.
- B. No substitution will be considered after receipt of Bids unless the written request for approval has been received by the Architect by the date stipulated in the ITB. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.
- C. If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
- D. No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents.

### **3.6 Addenda**

- A. Addenda will be delivered promptly by the issuing office to all Bidders.
- B. Addenda concerning technical matters will not be issued later than the stipulated day prior to the date for receipt of Bids. The CRDA reserves the right to issue an Administrative Addendum at any time, withdrawing the request for Bids or postponing the date for receipt of Bids.
- C. Each Bidder shall confirm, prior to submitting a Bid that the Bidder has received all Addenda issued. The Bidder shall list the Addenda in the Bid.

### **3.7 Performance and Payment Bond Requirements**

- A. Performance and Labor and Material Bonds to be furnished by the bidder awarded the contract shall be an amount not less than one hundred percent (100%) of the contract price.
  - 1. Such bonds are required after receipt of bids and before execution of the Contract. The bonds shall be rated A minus or better by A.M. Best. The CRDA is to be listed as the bond obligee.
  - 2. If the Work is to be commenced prior to the execution of the contract, in response to a letter of intent or a limited notice to proceed, the Bidder shall,

prior to commencement of the Work, submit evidence satisfactory to CRDA that such bonds will be furnished and delivered in accordance with this Subparagraph.

- i. It is preferred that the bonds be written on the AIA 312 forms. Both bonds shall be written in the amount of the Contract Sum.
  - ii. The bonds shall be dated on the date of the Contract.
  - iii. The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.
- B. The Bidder shall furnish with their Bid, evidence of its ability to obtain satisfactory Performance and Labor and Materials Payment Bonds in the full amount of the Contract Sum.
- C. Obligees – All performance and payment bonds issued by the Contractor on the Project shall name CRDA as obligee.
- D. Bond Adjustments for Change Order Work
1. Actual additional bonding costs associated with the value of the Change Order will be compensable only when supported by written documentation by the bonding company that the Change Order requires an increase to the original Performance, Payment, Labor or Material Bond.
  2. The Contractor shall notify the bonding company at each \$500,000 increase to the contract value as the cumulative result of change orders. A copy of the Consent of Surety must be provided to the Owner prior to the execution of any change order which exceeds each cumulative \$500,000.
  3. Mark-up for Overhead and Profit shall not be applied to Change Orders for Increase in Bonds due to Change Order Work.

### **3.8 Insurance**

- A. The Successful Bidder shall submit Insurance Liability Coverage as per Schedule B Section 7.
- B. The cost of the Successful Bidder's insurance is to be included in Bid.
- C. If the Work is to be commenced prior to the execution of the Contract, in response to a letter of intent or a limited notice to proceed, the Bidder shall, prior to commencement of the Work, Submit such Insurance.

### **3.9 Prevailing Wage**

- A. Prevailing Wage Rates: Prevailing wages are required on this project pursuant to Connecticut General Statutes Section 31-53 (a) through (h), as amended. Bidders are also advised to download the CT Department of Labor Prevailing Wage RFP Package at the link provided in Attachment G.
- B. Each contractor and subcontractor who is awarded a contract on or after October 1, 2002, shall be subject to the provisions of the Connecticut General Statutes,

Section 31-55a concerning annual adjustments to prevailing wages.

- C. Wage Rates will be posted each July 1 on the Department of Labor website: <https://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm>. Such prevailing wage adjustments shall not be considered a matter for any contract amendment.
- D. The wages paid on an hourly basis to any mechanic, laborer or work person employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any subcontractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.
- E. Certified Payrolls: In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to CRDA. Certified payrolls for the Contractor and all subcontractors working during the period shall be submitted with each Contractor's Application for Payment, covering all activities relating to the Application. Pay scale verification may be required by the Connecticut Department of Labor.
- F. The Bidder shall be responsible for managing all processes related to the prevailing wage requirements.
- G. Forms and additional information can be found at <http://www.ctdol.state.ct.us/wgwkstnd/BidPack.htm>

### **3.10 State Labor Standards Provisions, Laws and Regulations**

- A. All provisions of all applicable State Labor Standards must be complied with under this Contract. The execution of the Contract by the Bidder binds him to all applicable State Labor Laws and Regulations. All such Standards, Laws and Regulations shall be binding to the same extent as if they were copied at length herein.
- B. As a condition of contract, any out-of-state contractor who is awarded work must provide CRDA with a copy of the State of Connecticut Trade License for Employees working in the State of Connecticut.
- C. Non-Resident Contractors – at the time of Contract signing, a certificate from the Commissioner of Revenue Services shall be provided which indicates that C.G.S. 12-430 for non-resident contractors has been met. For details, call the Department of Revenue Services at 1-800-541-3280, ext. 7. A link to the Department of Revenue Services is provided in the Document Appendix.

### **3.11 DAS Contractor Prequalification Certification**

- A. Bidders shall be prequalified by the Connecticut Department of Administrative Services (DAS) for a minimum of \$2,000,000 for a single project. All bidders must

be pre-qualified for the classification of work that they are bidding on. Each bidder shall hold a current "DAS Contractor Prequalification Certificate" (not a predetermination letter) from the Department of Administrative Services of the State of Connecticut according to C.G.S. § 4a-100, C.G.S. § 4b-101 and C.G.S. § 4b-91. Bidders shall submit with their bids, unless noted otherwise, a "DAS Contractor Prequalification Certificate" along with a current "Update (bid) Statement". Any bid submitted without a copy of the DAS Prequalification Certificate and an Update (Bid) Statement shall be invalid. If you have any questions regarding these requirements, contact DAS at telephone number 860-713-5280 or visit their web site at [www.das.ct.gov](http://www.das.ct.gov).

### 3.12 Incurring Cost

- A. Bidders are solely responsible for any and all costs or expenses incurred in the preparation and submission of this bid.

## PART 4 – COMPLIANCE REQUIREMENTS AND CERTIFICATIONS

### 4.1 Non-Discrimination in Employment

- A. Each contractor, vendor, and supplier shall be subject to, and shall comply with the following requirements, included herein by reference, to insure through affirmative action that qualified employees, applicants for employment and subcontracting are not discriminated against because of race, creed, color, religion, age, sex, physical disability, or national origin. Said requirements shall include compliance with all applicable Federal, state and local statutes, ordinances and regulations relating to discrimination in employment. It shall be the responsibility of the bidder to be familiar with and knowledgeable about the above.
- B. The apparent successful bidder may be required to undergo a pre-award compliance review for the purpose of ascertaining whether in the opinion of the Owner the bidder is willing and/or capable of complying with the above requirements.
- C. Set-Aside Participation: The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes. Refer to the Commission on Human Rights and Opportunities Contract Compliance Regulations Notification to Bidders at [http://www.ct.gov/chro/lib/chro/Notification to Bidders.pdf](http://www.ct.gov/chro/lib/chro/Notification%20to%20Bidders.pdf)
- D. All bidders must complete, sign, and return the CHRO Contract Compliance Regulations Notification to Bidders form to CRDA. Bids not including this form will be considered incomplete and rejected. CHRO forms can be found at: <http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=315900>
- E. Nondiscrimination Certification: Prior to award the selected contractor must provide a Nondiscrimination Certification pursuant to Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended. This Certification form

can be found at:

[http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806)

- F. Bidders are advised that CRDA has a goal of 25% Small Business Enterprise (SBE) participation and 6.25% Minority Business Enterprise (MBE) participation from lower tier contractors/vendors in this contract. The Contractor is responsible for ensuring the SBE/MBE firms that have been selected are eligible contractors and must submit an Affirmative Action Plan to CHRO detailing their good faith efforts and processes for selecting these MBE/SBE companies.
- G. All provisions of all applicable State Labor Standards must be complied with under this Contract. CRDA is an Affirmative Action Equal Opportunity Employer.

#### **4.2 Ethics Affidavits and Certifications –**

- A. Bidders are required to provide the following certifications. Links to these forms are provided in the Document Appendix.
  - 1. Campaign Contribution Certificate Form 1.
- B. Campaign Contribution and Solicitation Ban: 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 combinations 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 the State Election Enforcement Commission's notice advising prospective state contractors of the state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See the Document Appendix for link to Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations (SEEC Form 10)
- C. A Gift and Campaign Certification form must be updated annually by the successful Bidder. Annually, on or within two (2) weeks of the anniversary date of the execution of this contract, the successful Bidder shall submit a completed Annual Certification with authorizing resolution to CRDA, 100 Columbus Blvd., Suite 500, Hartford, CT 06103-2819. For the purposes of this paragraph, the execution date of the contract will be the date CRDA signs the contract.
- D. Conflict of Interest: All contractors must include a disclosure statement concerning any current business relationships (within the last three years) that pose a conflict of interest as defined by Connecticut General Statutes Section 1-85 (see the statute language in the Document Appendix).
- E. The successful Bidders must submit a [Contractor/Consultant Certification] Gift and Campaign Contribution Certification (Form 1) for contracts with a value of \$50,000 or more. This certification should be completed and submitted when requested. This Certification can be viewed at <https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms>.
- F. All acquisitions, agreements and contracts are subject to the provisions of the Connecticut General Statutes § 9-612 - regarding CAMPAIGN CONTRIBUTION RESTRICTION.

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## PART 5 – GENERAL AND SPECIAL CONDITIONS

### 5.1 Taxes:

- A. Tax Exempt Project: This project is tax exempt. A certificate of tax exemption will be provided by the CRDA to the successful bidder. State sales and use taxes are excluded except for taxes on rentals, tools, and other incidentals as determined by the State Department of Revenue and for which the Contractor is responsible.

### 5.2 Miscellaneous:

- A. OSHA Training – 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. It is required that all on-site workers hold current OSHA 10-hour training certifications.
- B. Contract Provisions: Contractor agrees to the provisions set forth below, which shall also be included in any subcontract issued by the Contractor, with the applicability of terms to be adjusted accordingly. Any duplication of provisions already provided in this Contract Agreement shall be disregarded. In the event of a conflict between the following provisions and those contained in this Contract Agreement, the more stringent shall apply:
  - 1. All work is to be performed in accordance with the requirements of the Contract Documents for this Project.
  - 2. The Contractor and all its subcontractors agree to waive all rights to subrogation against CRDA and CRDA's agents, for damages caused by fire or other perils covered by insurance obtained for or in place upon the Project.
  - 3. The Contractor and all its subcontractors must carry and maintain insurance coverage in accordance with the Contract Documents and file certificates of such coverage with CRDA.
  - 4. The Contractor and each of the Contractor's subcontractors must cooperate with, CRDA and permit a designated auditor or representative to review and audit the Contractor's books and records in connection with any costs charged to the Project and included in the price of any change orders.
- C. Project Meetings – Refer to Section 013100 "Project Management and

Coordination”

1. Pre-Construction Meeting - Soon after the actual award of the contract (but in any event prior to the start of construction), authorized representatives of the contractor shall attend a Pre-construction Conference. Participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the work. The Owner’s Representative will forward the agenda to the successful bidder. The location of this conference will be at the Project Site or another convenient location as directed by the Owner’s Representative.
  2. Project Meetings – Weekly or bi-weekly meetings will be scheduled as needed with CRDA, Designer and Contractor. The Bid shall include attendance by the Contractor’s project manager.
- D. Qualified Work Force – The Contractor shall confirm that workers meet the qualifications and are approved by the manufacturer if noted for the work to be performed.
- E. Storage - The project site is approximately 2 acres +/- and has ample room for storage and layout of material and equipment.
- F. Cleanup: The Contractor is responsible for keeping all contracted work areas in a neat and orderly condition. This includes all designated storage areas. This Contractor shall perform daily clean-up operations within contracted work and storage areas.
- G. Waste Disposal: The bid shall include the removal and legal disposal of all construction waste/debris generated by the project including dumpsters.
- H. Power & Water: Existing fire hydrants will be used for the supply of water required during demolition. The Contractor shall be responsible to obtain the required permits from the MDC and pay all costs associated with the use of the hydrants to supply temporary water. The contractor shall be required to provide electric power via temporary service or generator.
- I. Dust Protection: The bid shall include dust control and must be adhered to on a daily basis.
- J. Toilet Facilities: The Contractor shall provide temporary portable toilets as required.
- K. Document Coordination: Should a discrepancy exist between the requirements outlined within the Bid Documents or between the Bid Documents and the plans or specifications, the bid shall include the more stringent requirement.
- L. Hours of Operation: The normal hours of work shall be 7:00am until 3:30pm unless other arrangements are made in advance with the Owner.

## **PART 6 – BID PROCEDURES AND SUBMISSION REQUIREMENTS**

### **6.1 Timeline**

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<b>DOCUMENTS AVAILABLE</b>	<b>3/20/26</b>
<b>MANDATORY PRE-BID</b>	<b>3/26/26 AT 1PM</b>
<b>LAST DAY FOR QUESTIONS</b>	<b>4/20/26</b>
<b>LAST ADDENDUM</b>	<b>4/24/26</b>
<b>BIDS DUE</b>	<b>4/30/26 AT 1PM</b>
<b>SCOPE REVIEW</b>	<b>5/04/26 TBD</b>
<b>CONTRACT AWARD</b>	<b>5/07/26</b>
<b>START CONSTRUCTION</b>	<b>5/14/26</b>

## **6.2 Pre-Bid Conference**

A **mandatory** pre-bid meeting will be held at Rentschler Field on **March 26, 2026 at 1:00 PM.**

## **6.3 Bidder Question Procedure**

All technical and bid questions must be in writing and emailed to Erica Levis at the following email address: [elevis@crdact.net](mailto:elevis@crdact.net). No questions shall be accepted after **April 20, 2026, at 3:00 PM.** Answers will be provided via addenda issued to all registered bidders and posted on the State Contracting Portal. Bidders may visit the site on their own time; however, the bidder must notify CRDA at least 48 hours in advance of the scheduled site visit for safety and security purposes.

## **6.4 Preparation and Submission of Bid**

- A. The form and style of Bids shall conform to the Bid Form located in the front of the Project Manual.
1. Bids shall be submitted on forms identical to the form supplied with the Bidding Documents. Any modifications, revisions, deletions, etc. to the Bid Forms except where information is requested of the Bidder may be grounds for rejection of the Bid.
  2. Provide all requested information and completely fill in all blanks on the bid form. Use a typewriter or ink.
  3. Interlineations, alterations and erasures must be clearly legible and initialed by the signer of the Bid.
  4. On each copy of the Bid, include the legal name of the Bidder and a statement that defines the circumstance of ownership and control. The name of each person signing the proposal shall be typed or printed below the signature. When the proposal is signed by an agent of the Bidder, include evidence of current power of attorney. In every case, the proposal shall show the present business address of the Bidder, at which address communications will be received and service of notices accepted.

- a. If the Bidder is a corporation, the proposal shall be signed in the name of the corporation and sealed by a duly authorized officer of the corporation.
  - b. If the Bidder is a partnership, the proposal shall be signed in the name or title under which the organization is doing business by an officer whose official capacity shall be designated.
  - c. If the Bidder is an individual, that individual shall sign the proposal in person, stating the name or title, if any, under which that individual is doing business.
- B. Bid Submission:
1. One (1) original Bid and other documents required to be submitted enclosed in a sealed envelope, as well as an electronic copy on thumb drive. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, and the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope labeled SEALED BID ENCLOSED.
  2. ALL BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE CLEARLY IDENTIFIED AS FOLLOWS:  
Rentschler Field Caulking & Power Washing  
CRDA Project No. 26-018
  3. Bids may be submitted VIA: U.S. Mail, Overnight Mail or by Hand and must be deposited at the designated location prior to the Bid Closing time and date.
  4. Bids shall be addressed to:  
Capital Region Development Authority (CRDA)  
100 Columbus Boulevard, Suite 500  
Hartford, CT. 06103-2819  
Attn: Erica Levis  
If you require assistance in locating CRDA's office call 860-924-8913
  5. Bid Closing Date: Bids will be received on **April 30, 2026, at 1:00 PM**, at the location indicated above and then opened. Late bids will not be accepted and will be returned to the bidder unopened. Extensions will not be granted. Bidders are invited to attend the bid opening.
- C. Bid Package – the Bid Package shall include the Bid Form and all of the documents listed in document appendix, Bid Forms.

## 6.5 Bid Security

- A. As security, each bid must be accompanied by a bid bond in the form attached hereto in an amount which shall be Five Percent (5%) of the Base Bid. The Bid Bond 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 bid bond, a letter of credit in an amount equal to Ten Percent (10%) of the bid 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.

- B. Failure of the successful Bidder to execute a contract in accordance with its bid shall result in the forfeiture of the bid bond.

#### **6.6 Modification or Withdrawal of Bid**

- A. Bid Withdrawal: Bids may be withdrawn only by written request received from the Bidder prior to the deadline for submission. No bidder may withdraw its bid within ninety (90) days from the actual date of bid opening. Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
- B. Extension: Bids shall be valid for ninety (90) days following the Bid Closing Date. If for some reason a contract cannot be awarded within the specified period, the time may be extended by mutual agreement between CRDA and the designated low bidder.
- C. Bid Modification: Bids may not be changed after the deadline for submission. A Bid submitted prior to the time and date designated for receipt of Bids, may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids prior to the deadline for submission. Such notice shall be in writing and signed by the Bidder. If notice is sent by telegram, written confirmation shall be mailed and postmarked on or before the date and time set for receipt of Bids. Any change shall be so worded as not to reveal the amount of the original Bid.
- D. Bid Clarification: CRDA reserves the right to request clarifications from any bidder, which shall be provided at the bidder's sole expense.

#### **6.7 Post Bid Scope Review Meeting**

- A. After the public Bid opening there will be scope review meetings with the apparent low Bidder(s). These meetings will be held at CRDA Offices at the Connecticut Convention Center, 100 Columbus Boulevard, Hartford, CT. The purpose of these meetings is to review the apparent low bidder's proposals. The apparent low bidders will be notified by CRDA and shall be available to attend these meetings.

#### **6.8 Consideration of Bids**

- A. The properly identified Bids received on time at CRDA's office, will be opened publicly.
- B. CRDA reserves the right to do any of the following without liability, including but not limited to:
  - 1. Award in part,
  - 2. To reject any and all bids in whole or in part for misrepresentation or if the

bidder is in default of any prior State contract, or if the bid or submission limits or modifies any of the terms and conditions and/or specifications of the bid;

3. Cancel the award or execution of any contract prior to the "Notice to Proceed;"
  4. Advertise for new bids.
- C. CRDA also reserves the right to waive technical defect, irregularities and omissions if, in its judgment, the best interest of CRDA would be served.
- D. CRDA reserves the right to correct inaccurate awards resulting from clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a bidder and subsequently awarding the contract to another bidder. Such action on the part of CRDA shall not constitute a breach of contract on the part of CRDA since the contract with the initial bidder is deemed to be void ab initio and of no effect as if no contract ever existed between CRDA and the bidder.
- E. Every bid which is conditional or obscure, or which contains any addition not called for, may be considered invalid, and CRDA may reject every such bid.
- F. CRDA may reject a bid as non-responsive if the Bidder does not make all required pre-award submittals within the time designated by CRDA.

#### 6.9 Acceptance of Bid

- A. It is the intent of the Owner to award a Contract to the lowest qualified Bidder offering the optimum combination of cost, service and schedule, provided that the apparent Low Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available within the budget established for this project by the Owner. The Owner reserves the right to accept or reject any or all bids and to award the contract to the bidder deemed to be in its best interest. Consideration will also be given to the bidder's affirmative action plan.
- B. The Bidder will be required to establish to the satisfaction of the Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
- C. Prior to the award of the Contract, the Owner will notify the Bidder in writing if the Owner has reasonable objection to a person or entity proposed by the Bidder. If the Owner has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid, or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder.
- D. Persons and entities proposed by the Bidder and to whom the Owner has made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner.

**An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business enterprises are encouraged to apply.**

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## DOCUMENT APPENDIX

The following Ethics Forms are available at the website below:

Form 1 – Campaign Contribution Certification

[Ethics Forms \(ct.gov\)](#) Guide to the Code of Ethics for Current or Potential State Contractors is available at:

[Microsoft Word - Contractors Guide 10](#)

State Elections Enforcement Commission Form 10 is available at:

[http://www.ct.gov/seec/lib/seec/forms/contractor\\_reporting/seec\\_form\\_10\\_final.pdf](http://www.ct.gov/seec/lib/seec/forms/contractor_reporting/seec_form_10_final.pdf)

Internal Revenue Service Form W-9 is available at:

<https://www.irs.gov/uac/About-Form-W9>

Department of Revenue Services registration information for out-of-state contractors may be found at:

<http://www.ct.gov/drs/cwp/view.asp?a=1454&q=506012>

## CONFLICT OF INTEREST STATUTE

**Connecticut General Statutes Sec. 1-85; (Formerly Sec. 1-68), Interest in conflict with discharge of duties** – A public official, including an elected state official, or state employee has an interest which is in substantial conflict with the proper discharge of his duties or employment in the public interest and of his responsibilities as prescribed in the laws of this state, if he has reason to believe or expect that he, his spouse, a dependent child, or a business with which he is associated will derive a direct monetary gain or suffer a direct monetary loss, as the case may be, by reason of his official activity. A public official, including an elected state official, or state employee does not have an interest which is in substantial conflict with the proper discharge of his duties in the public interest and of his responsibilities as prescribed by the laws of this state, if any benefit or detriment accrues to him, his spouse, a dependent child, or a business with which he, his spouse or such dependent child is associated as a member of a profession, occupation or group to no greater extent than any other member of such profession, occupation or group. A public official, including an elected state official or state employee who has a substantial conflict may not take official action on the matter.

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**Signature**

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## **REQUIRED BID FORMS**

The following forms must be completed and submitted as part of the Bid Submission

1. Bid Form
2. Standard Bid Bond Form
3. Signed copy of Attachment B
4. DAS Contractor Prequalification Certification and current Update (bid) Statement
5. Surety Letter from bidders bonding company stating the bidder, if awarded a contract, can obtain the required Performance and Labor and Materials Payment Bonds in the full amount of the Base Bid
6. Campaign Contribution Certification (OPM Ethics Form 1)
7. Disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest as defined by Connecticut General Statutes Section 1-85
8. State Elections Enforcement Commission Form 10
9. Internal Revenue Service Form W-9
10. General Conditions Certification
11. Labor Rates for each Trade Classification that will be used for this project on form attached as Attachment A
12. Department of Revenue Services registration information for out-of-state contractors if required. Forms may be found at:  
<http://www.ct.gov/drs/cwp/view.asp?a=1454&q=506012>
13. CRDA Disclosure Form A
14. State of CT Certificate of Compliance

**STANDARD BID BOND FORM**

**CAPITAL REGION DEVELOPMENT AUTHORITY**

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_, hereinafter called the Principal, of \_\_\_\_\_, as Principal, and, \_\_\_\_\_ hereinafter called the Surety, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact a surety business in the State of Connecticut, as Surety, are held and firmly bound unto Capital Region Development Authority, as Oblige, in the penal sum of five (5) percent of the amount of the bid set forth in a proposal hereinafter mentioned, lawful money of the United States of America, for the payment of which, well and truly to be made to the Oblige, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit a proposal to the Oblige related to a contract for the **Rentschler Field Caulking & Power Washing, CRDA Project #26-018**

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the said contract in writing with the Capital Region Development Authority and give the required bonds, with surety acceptable to the Oblige, or if the Principal shall fail to do so, pay to the Oblige the damages which the Oblige may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Surety

\_\_\_\_\_  
(Print name)

by \_\_\_\_\_  
Its attorney in fact

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
(Print name)

**BID FORM**

**BF/1**

**Rentschler Field Caulking & Power Washing, CRDA Project No. 26-018**  
East Hartford, Connecticut

TO: **CAPITAL REGION DEVELOPMENT AUTHORITY**  
100 Columbus Boulevard, Suite 500  
Hartford, CT 06103-2819

Date: \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

**Please include the name and contact information of the individual who will serve as the primary point of contact if your firm is awarded the contract.**

Contact Name: \_\_\_\_\_

Contact E-mail: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

The undersigned, having inspected the site and familiarized ourselves/myself with the local conditions affecting the cost of the work and the Contract Documents as prepared by **Silver/Petrucci + Associates, Inc.** (as listed in Schedule A) and on file with **Capital Region Development Authority**, hereby propose to provide all overhead, profit, labor, materials, tools, equipment, temporary facilities and transportation necessary to complete the **Rentschler Field Caulking & Power Washing** as defined in the Contract Documents for the Contract Price of:

**Base Bid: Upper Bowl Sections 1-9:**

Provide all labor, materials, equipment, and services necessary to complete sealant and power washing work as shown and specified in the contract documents. As follows:

- a. **Power Washing** of Upper Bowl Sections 1 - 9. This is a lump sum bid. It is up to the bidder to determine and confirm the area or quantities required to provide complete power washing services as per the terms, conditions, plans and specifications.

Power Washing Upper Bowl (Sec. 1 – 9) \$ \_\_\_\_\_.

**BID FORM**

**BF/2**

**Rentschler Field Caulking & Power Washing, CRDA Project No. 26-018**

East Hartford, Connecticut

Bidder's Name: \_\_\_\_\_

- b. **Urethane Caulking** of Upper Bowl Sections 1 - 9. This is a unit price derived allowance to provide urethane sealant replacement as per the terms, conditions, plans and specifications based on the estimated quantity of 28,600 lineal feet.

Allowance #1 - 28,600 LF \$ \_\_\_\_\_ per LF = \$ \_\_\_\_\_.

- c. **Silicone Caulking** of Upper Bowl Sections 1 thru 9. This is a unit price derived allowance to provide silicone sealant replacement as per the terms, conditions, plans and specifications based on the estimated quantity of 2,200 lineal feet.

Allowance #2 - 2,200 LF \$ \_\_\_\_\_ per LF = \$ \_\_\_\_\_.

**TOTAL BASE BID AMOUNT: a + b + c from above,**

\$ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ written figure .00).

**ALLOWANCES**

(Refer to Section 012100)

**Allowance No. 1 – Urethane Caulking Upper Bowl Sec 1 - 9 (in Base Bid )**

**Allowance No. 2 – Silicone Caulking Upper Bowl Sec 1 - 9 (in Base Bid )**

**Allowance No. 3 – Urethane Caulking Lower Bowl Sec 10 - 19 (in ALT. #1)**

**Allowance No. 4 – Miscellaneous Concrete Repairs (in ALT. #2)**

Lump Sum Allowance per Unit Pricing and T&M+Fee: Not To Exceed (NTE) **\$100,000.00**

**BID FORM**

**BF/3**

**Rentschler Field Caulking & Power Washing, CRDA Project No. 26-018**

East Hartford, Connecticut

Bidder's Name: \_\_\_\_\_

**ALTERNATES:**

The undersigned proposes to furnish all Labor, Materials, Equipment and Services necessary to construct the items listed in the Alternates described in Section 012300 for the stipulated sum of:

**ALTERNATE #1 - Lower Bowl (Sec. 10 – 19)** Provide all labor, materials, equipment, and services necessary to complete sealant and power washing work as shown and specified in the contract documents. As follows:

- a. **Power Washing Lower Bowl (Sec. 10 – 19)**. This is a lump sum bid. It is up to the bidder to determine and confirm the area or quantities required to provide complete power washing services as per the terms, conditions, plans and specifications.

Power Washing Lower Bowl (Sec. 10 – 19) \$ \_\_\_\_\_.

- b. **Urethane Caulking of Lower Bowl (Sec. 10 – 19)**. This is a unit price derived allowance to provide urethane sealant replacement as per the terms, conditions, plans and specifications based on the estimated quantity of 22,600 lineal feet.

Allowance #3 - 22,600 LF \$ \_\_\_\_\_ per LF = \$ \_\_\_\_\_

**TOTAL ALTERNATE #1 AMOUNT: a + b from above,**

\$ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ written figure .00).

The project schedule shall not be adjusted if Alternate #1 is accepted.

**BID FORM**

**BF/4**

**Rentschler Field Caulking & Power Washing, CRDA Project No. 26-018**

East Hartford, Connecticut

Bidder's Name: \_\_\_\_\_

**Alternate #2 - Unit Price & Miscellaneous Concrete Repairs (NTE \$100,000):**

As needed, deteriorated or damaged materials should be required to be removed as determined by the Architect or Owner, the cost to remove and replace the referenced material, (or credit for specified material not provided or installed) including all overhead, profit, labor, material, equipment, and furnishings are as follows:

Item	Description	Unit Price
1	Crack repair, rout and seal per Detail 1.1/1.2 on Drawing R-501	\$ LF
2	Wall repair, per Detail 4.1/4.2 on Drawing R-501, including removal of existing parge coating where applicable	\$ SF
3	Floor repair, per Detail 4.3/4.4 on Drawing R-501	\$ SF
4	Ceiling repair, per Detail 4.5/4.6 on Drawing R-501	\$ SF
5	Stair nosing repair, per Detail 4.9 on Drawing R-501	\$ SF
6	Stair joint detail, per Detail 4.12 on Drawing R-501	\$ LF
7	Railing embedment repair per Detail 5.2 on Drawing R-501	\$ ea.
8	Railing removal and surface reset including removal and replacement of bolts and anchors	\$ ea.
9	Miscellaneous Concrete Repair work, T&M plus Fee = Time - fully burdened hourly rates for labor are to be charged in accordance with Prevailing wage rates, Material - actual cost of materials plus Bidders Fee (e.g. 10%)	Fee _____ %

The project schedule shall not be adjusted if Alternate #2 is required.

**Notes to Bidders:**

- The Base Bid is required.
- CRDA reserves the right to award the project in part, in whole, or not at all.
- Selected alternates will be executed concurrently with the Base Bid work.
- Failure to provide pricing for all alternates may result in disqualification.

**BID FORM**

**BF/4**

**Rentschler Field Caulking & Power Washing, CRDA Project No. 26-018**  
East Hartford, Connecticut

Bidder's Name: \_\_\_\_\_

**GENERAL REQUIREMENTS**

The bidder shall, before submitting his Proposal, carefully examine the Contract Documents. He shall inspect in detail the site of the proposed work and familiarize himself with all the local conditions affecting The Work and the detailed requirements of construction. If his Proposal is accepted, he will be responsible for all errors in his Proposal resulting from his failure or neglect to comply with these instructions or errors in judgment arising from said inspections of the work site and examination of the Contract Documents. The Engineer and/or the Owner will, in no case, be responsible for any losses or change in Contractor's anticipated profits resulting from such failure or neglect.

If the bidder finds any language in the Contract inconsistent, vague or difficult to understand or interpret, for any reason, he shall request clarification in writing from the Engineer or Owner not less than 8 working days prior to the scheduled dates for response thereto in writing to all bidders known to the Owner. Unless the bidder seeks clarification in accordance with this paragraph, he will be deemed to have waived his rights, if any he had, to object to said Contract language as vague or misleading for any reason.

When the plans and Special Provisions include information pertaining to surface observations, material testing and other preliminary investigations, such information represents only the opinion of the Engineer as to the location, character, or quantity of the materials encountered and is only included for the convenience of the bidder. The Owner/Engineer assumes no responsibility whatever in respect to the sufficiency or accuracy of the information, and there is no guarantee, either expressed or implied, that the conditions indicated are accurate or unanticipated developments may not occur. Said information shall not be considered by the parties as a basis for the Contract award amount.

The Bidder agrees that adequate time was allowed for the bidder to inspect all work sites and, unless express written request has been made, the Engineer/Owner will be presumed to have supplied the bidder all the information and access required to adequately complete the Proposal. Work acceptance is to be made by the Engineer.

Any extra work beyond the scheduled quantities requiring additional cost to the Owner shall be approved by the Owner prior to taking such action. Claims for extra work which have not been authorized in writing by the Owner and approved by the Engineer will be rejected and the Contractor shall not be entitled to payment thereof.

**BID FORM**

**BF/5**

**Rentschler Field Caulking & Power Washing, CRDA Project No. 26-018**  
East Hartford, Connecticut

Bidder's Name: \_\_\_\_\_

Contractor shall reference the Instructions to Bidders for applicable requirements for Construction Time. In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all bids, and/or negotiate with the selected bidder or bidders, including splitting the work into multiple contracts, all as may be in the best interest of the Owner. If written notice of acceptance of this bid is mailed, delivered and/or otherwise transmitted to the undersigned within ninety (90) days after the opening thereof, or at any time thereafter before this bid is withdrawn by written notification, the undersigned agrees to execute and deliver a Contract in the prescribed form. The Work shall be commenced by the successful bidder within 14 days after the Notice to Proceed from the Owner.



**BID FORM**

**BF/7**

**Rentschler Field Caulking & Power Washing, CRDA Project No. 26-018**  
East Hartford, Connecticut

Bidder's Name: \_\_\_\_\_

SUBCONTRACTOR'S LIST (If applicable)

(1) Name

\_\_\_\_\_

Address \_\_\_\_\_

Work  
Scope \_\_\_\_\_

(2) Name

\_\_\_\_\_

Address \_\_\_\_\_

Work  
Scope \_\_\_\_\_

(3) Name

\_\_\_\_\_

Address \_\_\_\_\_

Work  
Scope \_\_\_\_\_

(4) Name

\_\_\_\_\_

Address \_\_\_\_\_

Work  
Scope \_\_\_\_\_

**BID FORM**

**BF/8**

**Rentschler Field Caulking & Power Washing, CRDA Project No. 26-018**  
East Hartford, Connecticut

Bidder's Name: \_\_\_\_\_

GENERAL STATEMENT

The information in this Bid is correct to the best information, knowledge and belief of the undersigned. The undersigned has checked all the above figures and understands that the owner will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids and waive all technicalities and informalities in connection therewith, including negotiating with the selected bidder or bidders, all as may be in the best interest of the Owner. It is agreed that this Bid may not be withdrawn for a period of sixty (60) days from the time of opening.

The undersigned declares that the person or persons signing this bid is/are fully authorized to sign on behalf of the firm listed to all the Bid's conditions and provisions thereof.

It is agreed that no persons or company other than the firm listed below or as otherwise indicated has any interest whatsoever in this Bid or the contract that may be entered into because of this Bid and that in all respects the Bid is legal and firm, submitted in good faith without collusion or fraud.

It is agreed that the undersigned has complied and/or will comply with all requirements of local, state or national laws, and that no legal requirements have been or will be violated in making or accepting this Bid, in awarding the contract to him and/or in the prosecution of the work required.

SIGNATURE OF BIDDER

Date \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Name Typed \_\_\_\_\_

Witness \_\_\_\_\_ Telephone \_\_\_\_\_

State of \_\_\_\_\_, County of \_\_\_\_\_

On this \_\_\_\_\_ day of, 2026 before me personally came to me known who did depose and say that he is \_\_\_\_\_, of \_\_\_\_\_, the Corporation/Partner/Individual described in and which executed the foregoing instrument and that such instrument is duly submitted on behalf of \_\_\_\_\_ Notary Public

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**GENERAL CONDITIONS CERTIFICATION**

**Rentschler Field Caulking & Power Washing, CRDA Project No. 26-018**  
East Hartford, Connecticut

The undersigned hereby affirms the Bidder shall adhere to the Conditions as contained in this ITB, the Sample Contract and the Project Manual.

Submitted:

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Official)

\_\_\_\_\_  
(Print Name and Title of Official)

**Attachment A - Labor Rates**

**Rentschler Field Caulking & Power Washing, CRDA Project No. 26-018**  
East Hartford, Connecticut

Labor Rates

For additional work not reflected in the Lump Sum Bid Items or Unit Price Bid Items, the following labor rates shall apply. Use one sheet for each classification. Do not include Overhead and Profit.

Contractor: \_\_\_\_\_

Trade Classification: \_\_\_\_\_

	Straight Time	Time & Half	Double Time
A. Base Rate	_____	_____	_____
B. FICA	_____	_____	_____
C. FUTA	_____	_____	_____
D. SUTA	_____	_____	_____
E. WC	_____	_____	_____
F. GL	_____	_____	_____
G. Benefits (list each)			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
H. Total	_____	_____	_____

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**ATTACHMENT B**

**STANDARD VENDOR TERMS AND CONDITIONS**  
**(June 7, 2024)**

References herein to the “State” shall mean the Capital Region Development Authority (“CRDA”) and/or the State of Connecticut, and references to “Contractor” or “Contractors” shall mean the entity [insert] with whom CRDA is contracting. References herein to “Contract” shall mean the agreement between CRDA and Contractors to which these terms (“T&Cs”) are incorporated and made a part thereof.

1. **Statutory Authority.** Connecticut General Statutes § 32-602(b)(2) provides CRDA with the authority to enter into contracts in the pursuit of its mission.
2. **Governing Law.** The parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. All parties agree that it is fair and reasonable for the validity and construction of the Agreement 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 CRDA, 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 herein constitutes a waiver or compromise of the sovereign immunity of the State. The Contractors waive 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.
3. **Background Checks.** The Contractors warrant that they will not assign any employee, independent contractor, or agent to perform services under the Contract unless that employee, independent contractor, or agent has completed a background check and is deemed suitable by Contractor for performing such services. The background check must minimally include criminal conviction information for the past seven (7) years, a check of the national and state sex offender registries, and a social security number verification. In conducting such background check, the Contractor shall comply with all applicable federal and state laws. All fees associated with the background checks shall be the responsibility of the Contractor. The Contractor shall immediately remove any employee, independent contractor, or agent performing services under the Contract: (i) if it becomes known to the Contractor that such person may be a danger to the health or safety of CRDA employees, directors, or its agents, or (ii) at the request of CRDA, based on a concern of community or individual safety.
4. **Ethics and Compliance.** Contractors acknowledges that by doing business with or seeking to do business with the State it is subject to certain provisions of the Code of Ethics for Public Officials of the State of Connecticut (the “Code of Ethics”) applicable to current or prospective state contractors. Contractor acknowledges receipt and review of the Code of Ethics as currently posted on the Web site of the Office of State Ethics [www.ct.gov/ethics](http://www.ct.gov/ethics) and agrees to comply with all provisions of the Code of Ethics applicable to Contractors as a current or potential state contractor. As required under C.G.S. §1-101qq, the Contractor will include the foregoing reference to the state

ethics law summary in each subcontract entered into with Subcontractors in connection with the Project.

5. **Access to Contract and State Data.** The Contractors shall provide to the State access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and CRDA that are in the possession or control of the Contractors upon demand and shall provide the data to the State in a format prescribed by the State and the State Auditors of Public Accounts at no additional cost.
6. **Executive Orders and Other Enactments.**
  - a. All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation, or code (collectively, “Enactments”) shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or CRDA’s authority to require compliance with the Enactments.
  - b. 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 this Contract as if they had been fully set forth in it.
7. **Insurance.** To the extent that the insurance obligations of the Contractor set forth in the body of the Agreement (or the exhibits thereto other than this exhibit) require higher coverage limits or greater, broader, and/or more expansive insurance coverage than that set forth in this Section 7, the higher coverage limits and greater, broader, and/or more expansive insurance coverage requirements of the body of the Agreement (or the exhibits thereto other than this exhibit) shall apply, prevail, and control. Contractor agrees to maintain insurance policies protecting its property interests at the project site covering the following risks in the following minimum amounts and named additional insureds:
  - a. **Workers’ Compensation** - Contractor shall secure and deliver to CRDA evidence of workers’ compensation (including occupational disease hazards) and Employer’s Liability insurance, insuring their employees in amounts equal to or greater than required under Connecticut law. Provided that such required amounts are provided under Contractor’s excess/umbrella coverage, the Employer’s Liability insurance limits may be the minimum required by the excess/umbrella carrier as an underlying limit.
  - b. **Commercial General Liability** - Contractor shall secure and deliver to CRDA prior to the commencement of the term hereunder and shall keep in force at all times thereafter during the term of the Agreement, a commercial general liability insurance policy, including bodily injury, personal injury, and property damage, covering Contractor’s activities and loss and damage to the improvements at the project site and other facilities at the project site occurring in connection with Contractor’s activities, in the amount of not less than One Million Dollars

(\$1,000,000.00) per occurrence and not less than Two Million Dollars (\$2,000,000.00) in the aggregate per policy year, including products and completed operations, personal and advertising injury, and blanket contractual liability coverage. Contractor shall also maintain umbrella liability insurance (following form) for the commercial general liability and employers' liability matters covered by the policies described in this Section hereof with a limit of Ten Million Dollars (\$10,000,000) in the aggregate.

- c. **Evidence of Insurance** - Contractor shall provide to CRDA and the City (or Town, as applicable) not later than the commencement date of this Agreement and annually thereafter, certificates of insurance evidencing the coverage's required by this Section, all in such form as CRDA and the City (or Town, as applicable) may reasonably require, with Contractor as the named insured and with CRDA and the City (or Town, as applicable) as additional insured's. The policies for said coverages shall contain a provision covering Contractor's indemnification liabilities to CRDA and the City (or Town, as applicable) (to the extent that the loss is of a nature that it would otherwise be covered under such insurance). Notwithstanding the provisions of this Section, the above policies may contain exclusions from coverage which are reasonable and customary for policies of such type.
- d. **Other Insurance Requirements** - (i) All insurance required to be maintained under this Agreement must be placed with insurance companies reasonably licensed to do business in the State of Connecticut with the financial rating of at least A-(VIII) or better by the latest edition of A.M. Best's Rating Guide or, if such guide is no longer available, any generally recognized replacement, therefore. All insurance required hereunder shall be written on an "occurrence" (as opposed to "claims made") basis. (ii) A certificate of insurance (evidencing renewal or replacement of coverage) shall be delivered to CRDA at least thirty (30) days before a policy's expiration date except for any policy expiring on the termination date of this Agreement or thereafter. (iii) All insurance procured by Contractor in accordance with the requirements of the Agreement shall be primary over any insurance carried by CRDA, shall not require contribution by CRDA and shall provide that the insurer shall have no right of recovery or subrogation against CRDA.

8. **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 (1) 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 (1) or more such disorders;
- ix. “minority business enterprise” means any small contractor or supplier of materials fifty-one percent (51%) 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 Conn. Gen. Stat. § 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, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, agency, state, or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- 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, status as a veteran, status as a victim of domestic violence, intellectual disability, 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 ensure 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, status as a veteran, status as a victim of domestic violence, intellectual disability, 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 Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, 46a-68f, and 46a-86; 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 Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, municipal public works contract, or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency 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 in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, 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 non-compliance in accordance with Conn. Gen. Stat. § 46a-56 as amended; 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 regarding a State contract, 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 Conn. Gen. Stat. § 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 Conn. Gen. Stat. § 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 non-compliance in accordance with Conn. Gen. Stat. § 46a-56 as amended; 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 regarding a State contract, 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.
  - i. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the non-discrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections or (B) signing this Contract.
9. **Large State Contract Representation for Contractor.** Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all its principals or key personnel who submitted a bid or proposal, represents: (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals, or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals, or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi-public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency; (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee,

or agent of the Contractor to provide a gift to any such public official or State employee; and (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

- 10. **Large State Contract Representation for Official or Employee of State Agency.** Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm, or corporation 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.
- 11. **Consulting Agreement Representations.** Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant, or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official, or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant’s Name and Title Name of Firm (if applicable)

\_\_\_\_\_

Start Date

End Date Cost

The basic terms of the consulting agreement are:

Description of Services Provided:

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

If YES: Name of Former State Agency \_\_\_\_\_

\_\_\_\_\_ Termination Date of Employment

- 12. **Campaign Contribution Restrictions.** For all State contracts, defined in section 9-612 of the Connecticut General Statutes 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 represents that they have received 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.

13. **Summary of State Ethics Laws.** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

14. **Iran Energy Investment Certification.**

- a. Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars (\$20,000,000) or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- b. If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

15. **Freedom of Information.**

- a. Contractor acknowledges that CRDA must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of CRDA upon request of any citizen, unless the content of the document falls within certain categories of exemption.
- b. Governmental Function. In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. § 1-200, CRDA is entitled to receive a copy of the records and files related to the Contractor's performance of the governmental function, which may be disclosed by CRDA pursuant to the FOIA.

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16. **Whistleblowing.** If this Contract is a “large state contract” (as defined in C.G.S. § 4-61dd) having a value of five million dollars (\$5,000,000) or more, it is subject to the provisions of C.G.S. § 4-61dd. In accordance with such statute, if an officer, employee, or appointing authority of the 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 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, then in accordance with subsection (e) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty percent (20%) 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 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 Contractor.

17. **Contractor Certifications.** The Contractor certifies that the Contractor has not, within the three (3) years preceding the Contract, in any of its current or former jobs, been convicted of, or had a civil judgment rendered against it or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property or made an admission of guilt of such conduct which is a matter of record.

Contractor certifies that it has not within past three (3) years preceding the Contract been suspended or disbarred from any federal, state, local, or Tribal programs, business, awards, contracts, agreements, grants, or procurements.

18. **Agent for Legal Service of Process.** If Contractor is an individual/sole proprietor and not domiciled in Connecticut, Contractor shall appoint a registered agent for legal service of process within the State of Connecticut (“Agent”) to receive and route all service of process and legal mandates and notifications related to the Contract and the resulting business relationship. The contractor shall provide such Agent’s registered agent location address within Connecticut to CRDA prior to the execution of the Contract and shall maintain such Agent throughout the term of the Contract.

19. **Labor and Personnel.** At all times, Contractor shall utilize approved, qualified personnel and any CRDA approved subcontractors necessary to perform the services under this Contract. Contractor shall advise CRDA promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to Contractor involving Contractor's employees or subcontractors which may reasonably be expected to affect Contractor's performance of services under this Contract. CRDA may then, at its option, ask Contractor to arrange for a temporary employee(s) or subcontractor(s) satisfactory to CRDA to provide the services otherwise performable by Contractor hereunder. The Contractor will be responsible to CRDA for any economic detriment caused CRDA by such subcontract arrangement. Contractor shall, if requested to do so by CRDA, reassign from CRDA's account any employee or authorized representatives whom CRDA, in its

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sole discretion, determines is incompetent, dishonest, or uncooperative. In requesting the reassignment of an employee under this paragraph, CRDA shall give ten (10) days' notice to Contractor of the CRDA's desire for such reassignment. Contractor will then have five (5) days to investigate the situation and attempt, if it so desires, to satisfy CRDA that the employee should not be reassigned; however, CRDA's decision in its sole discretion after such 5-day period shall be final. Should the CRDA still desire reassignment, then five (5) days thereafter, or ten (10) days from the date of the notice of reassignment, the employee shall be reassigned from CRDA's account.

20. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (“Act”), Public Law 101-336, to the extent applicable, during the term of the Contract. CRDA may Terminate the Contract if the Contractor fails to comply with the Act.
21. **No Recourse.** It is expressly understood and agreed that the directors, officers, employees, and agents of CRDA are acting in a representative capacity and not for their own benefit and that there shall be no recourse or claim under this Agreement against any such person in any circumstances. Contractor further acknowledges that CRDA is not a department, institution, or agency of the State of Connecticut and agrees that it shall have no recourse or claim under this Agreement against the State or any of its officers, employees, or agents in any circumstances.

**Contractor Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_



# STATE OF CONNECTICUT CAMPAIGN CONTRIBUTION CERTIFICATION

*Written or electronic certification to accompany a bid or proposal or a non-competitive contract with a value of \$50,000 or more, pursuant to C.G.S. § 9-612.*

### INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of submission of your bid or proposal (if no bid or proposal- submit this completed form with the earliest submittal of any document to the state or quasi-public agency prior to the execution of the contract), and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier.

#### Check One:

- Initial Certification
- Updated Certification because of change of information contained in the most recently filed certification

### CAMPAIGN CONTRIBUTION CERTIFICATION:

**I certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of subparagraph (A) or (B) of subdivision (2) of subsection (f) of Section 9-612 of the General Statutes, without mitigating circumstances having been found to exist concerning such violation. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.**

**All Campaign Contributions on behalf of any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidate, for a period of four years prior to signing the contract or date of the response to the bid, whichever is longer, include:**

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

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

\_\_\_\_\_  
**Printed Contractor Name**

\_\_\_\_\_  
**Printed Name of Authorized Official**

\_\_\_\_\_  
**Signature of Authorized Official**

**Subscribed and acknowledged before me this** \_\_\_\_\_ **day of** \_\_\_\_\_, **20**\_\_\_\_.

\_\_\_\_\_  
**Commissioner of the Superior Court (or Notary Public)**

\_\_\_\_\_ **My Commission Expires**





# State Contractors Guide to the Code of Ethics

## Contact Us



**Agency Address:** Connecticut Office of State Ethics  
165 Capitol Avenue  
Suite 1200  
Hartford, CT 06106

**Telephone:** 860-263-2400

**Facsimile:** 860-263-2402

**Website:** [www.ct.gov/ethics](http://www.ct.gov/ethics)

**Business Hours:** 8:00 am to 5:00 pm

**Specific E-mail Contacts:** For the timeliest responses, please be sure to direct your questions to the appropriate e-mail address; for example, with a question such as, "Can I accept this outside position with a vendor?" please be sure to send your query to [ethics.code@ct.gov](mailto:ethics.code@ct.gov)

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| <ul style="list-style-type: none"><li>➤ Legal Advice Regarding Code of Ethics</li><li>➤ Lobbyist Filing/Reporting Questions</li><li>➤ Public Official Filing/Reporting Questions</li><li>➤ Enforcement/Filing a Complaint</li><li>➤ All Other Inquiries</li></ul> | <ul style="list-style-type: none"><li><a href="mailto:ethics.code@ct.gov">ethics.code@ct.gov</a></li><li><a href="mailto:lobbyist.ose@ct.gov">lobbyist.ose@ct.gov</a></li><li><a href="mailto:sfi.ose@ct.gov">sfi.ose@ct.gov</a></li><li><a href="mailto:ethics.enforcement@ct.gov">ethics.enforcement@ct.gov</a></li><li><a href="mailto:ose@ct.gov">ose@ct.gov</a></li></ul> |
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[Staff Phone Number Listing](#)

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### OFFICE OF STATE ETHICS

Created on July 1, 2005, under Public Act [05-183](#), the Office of State Ethics (“OSE”) is an independent regulatory division of the Office of Governmental Accountability charged with administering and enforcing the Connecticut Codes of Ethics (“Ethics Codes”), which are found in Chapter 10 of the Connecticut General Statutes.

The OSE’s duties include educating all those covered by the Ethics Codes; interpreting and applying the Ethics Codes; investigating violations of, and otherwise enforcing, the Ethics Codes; and providing information to the public.

The OSE’s jurisdiction:

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|-----------------|---|
| <b>Part I</b>   | Code of Ethics for Public Officials<br>General Statutes <a href="#">§§ 1-79</a> to <a href="#">1-90a</a>                                |
| <b>Part II</b>  | Code of Ethics for Lobbyists<br>General Statutes <a href="#">§§ 1-91</a> to <a href="#">1-101a</a>                                      |
| <b>Part III</b> | Lobbying: Miscellaneous Provisions<br>General Statutes <a href="#">§§ 1-101aa</a> and <a href="#">1-101bb</a>                           |
| <b>Part IV</b>  | Ethical Considerations Concerning Bidding and State Contracts<br>General Statutes <a href="#">§§ 1-101mm</a> to <a href="#">1-101rr</a> |

The OSE Executive Director has overall responsibility for the welfare and effectiveness of the OSE, which has three divisions, the legal division, the enforcement division, and the administrative division.

The OSE’s governing body is the Citizen’s Ethics Advisory Board (“CEAB”), which has nine members appointed by the Governor and legislative leadership. The CEAB holds monthly meetings that are open to the public. A schedule of CEAB meeting dates, times, and locations is available at [www.ct.gov/ethics](http://www.ct.gov/ethics).

CEAB Members:

- Attend monthly CEAB meetings
- Appoint and evaluate the Executive Director of the OSE
- Issue advisory opinions to persons subject to the Ethics Codes
- Serve as a Hearing Officer for non-confidential hearings held under the Uniform Administrative Procedures Act, General Statutes § [4-166](#) *et. seq.*
- Attend hearings to determine if violations occurred and, if so, assess penalties
- Attend special meetings if necessary
- Oversee legislative agenda

### THE BIG PICTURE

This guide is being published under General Statutes [§ 1-81b](#), which requires the OSE to provide a plain language summary of state ethics laws concerning (1) persons, firms and corporations submitting bids or proposals for state contracts, and (2) state contractors.

Like state employees and officials, state contractors are subject to the Ethics Codes, but in a more limited manner. That is, they are not, as [Advisory Opinion No. 99-26](#) puts it, “subject to the far more restrictive provisions . . . that apply to state employees and public officials,” but they are subject to certain “narrow constraints.”

As you read through this guide, be aware that these restraints, and those that apply to state employees and officials, were enacted to prevent persons from using their public position or authority for their own financial benefit, or for the financial benefit of certain others (for example, family members).

Also be aware that each state agency has its own ethics policy, which may be more restrictive than what follows, particularly concerning the types of benefits a state employee or official may accept from state contractors (and others).

### CONFLICTS

The Ethics Codes contain two primary conflict statutes that apply specifically to state contractors: General Statutes [§§ 1-86e](#) and [1-101nn](#).

#### GENERAL STATUTES § 1-86e

Section [1-86e](#) applies to any “person hired by the state as a consultant or independent contractor” and to any “person employed by such consultant or independent contractor.” Such persons may not do as follows:

- (1) Use the authority, or confidential information, provided under the contract to financially benefit the consultant or independent contractor, an employee of the consultant or independent contractor or a member of the immediate family of any such consultant, independent contractor or employee;
- (2) Accept another state contract which would impair the independent judgment of the consultant, independent contractor or employee in the performance of the existing contract; or
- (3) Accept anything of value based on an understanding that the actions of the consultant, independent contractor or employee on behalf of the state would be influenced. In addition, under § 1-86e (b), “[n]o person shall give anything of value to a person hired by the state as a consultant or independent contractor or an employee of a consultant or independent contractor based on an understanding that the actions of the consultant, independent contractor or employee on behalf of the state would be influenced.”

## State Contractors Guide to the Code of Ethics

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Key points from [Advisory Opinion No. 99-26](#) concerning [§ 1-86e](#):

- Section [1-86e](#) is not intended to interfere with a contractor's business, but to prevent a private entity from using state money to, for example, hire immediate family members without appropriate state oversight.
- A conflict of interest exists only if there is a connection between the facts in question and the state money and authority granted to the independent contractor or consultant by contract.
- The term "independent contractor" does not apply just to individuals, but also to private agencies that contract with the state.
- If a state contractor wants to hire a family member to work under a state contract, the following procedure must be followed:
  1. The contractor must notify the contracting state agency in writing and demonstrate why the individual is appropriate for the job.
  2. The state agency must determine if the person is qualified for the job and whether the compensation is market rate; and if necessary, it may require the contractor to document a job search.

**NOTE:** *In an enforcement action, a former state contractor was alleged to have violated [§ 1-86e \(a\) \(1\)](#) by using confidential information gained under its contract with a state agency in its subsequent representation of clients before that agency. The contractor entered into a Consent Order with the OSE, agreeing to pay a \$10,000 penalty.*

### GENERAL STATUTES § 1-101nn

**Subsection (a)** of [§ 1-101nn](#) applies to persons who are, or are seeking to be:

- (1) Prequalified under General Statutes [§ 4a-100](#);
- (2) A party to a large state construction or procurement contract, as defined in General Statutes [§ 1-101mm \(3\)](#), with a state or quasi-public agency; or
- (3) A party to a consultant services contract with a state or quasi-public agency.

Such persons may not do as follows:

- (A) Solicit information from state officials or employees that is not available to other bidders;

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## State Contractors Guide to the Code of Ethics

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(B) Defraud the state (that is, charge a state or quasi-public agency for work not performed or goods not provided);

(C) Attempt to circumvent state competitive bidding and ethics laws; or

(D) Provide information about the person's donation of goods and services to state or quasi-public agencies in order to influence the award of a state contract.

**Subsection (b)** of § [1-101nn](#) applies to a more limited group: Any consultant that is hired by the state *to help plan a state contract*, and any “associated” businesses, as defined in General Statutes § [1-101mm \(1\)](#).

Under § [1-101nn \(b\)](#) neither the consultant nor any “associated” businesses may serve in the following roles with respect to the contract the consultant helped to plan:

- Consultant to any person seeking to obtain the contract,
- Contractor for the contract, or
- Consultant or subcontractor to the person awarded the contract.

**NOTE:** *If you are unsure whether § [1-101nn](#) applies to you, please contact the OSE, because any person found to have violated this section may be deemed a “nonresponsible bidder” by a state or quasi-public agency. General Statutes § [1-101nn \(c\)](#).*

### ONE MORE CONFLICT RULE (of limited applicability)

General Statutes § [1-84 \(n\)](#) bars the State Treasurer from doing business with an investment services firm whose political committee or principals have contributed to, or solicited contributions for, his exploratory or candidate campaign committee.

The prohibition applies during the term of office for which the candidate is campaigning, as well as for the remainder of an incumbent treasurer's term.

The prohibition applies only to contributions to the incumbent or victorious candidate for the office. [Advisory Opinion No. 2003-1](#).

### ARE YOU REQUIRED TO REGISTER AS A LOBBYIST?

With certain exceptions, efforts to obtain a state contract can be considered administrative lobbying, requiring registration as a client lobbyist.

**Client lobbyist:** Generally, an individual or entity that, on its own behalf, expends or agrees to expend \$3,000 or more in a calendar year for *administrative* and/or legislative lobbying and activities in furtherance of lobbying. General Statutes § [1-91 \(12\)](#).

**Lobbying:** Generally, communicating directly, or soliciting others to communicate, with any public official or his or her staff in the legislative or executive branch, or in a quasi-public agency, in an effort to influence legislative or *administrative action*. General Statutes § [1-91 \(11\)](#).

**Administrative action:** Any matter within a state or quasi-public agency’s jurisdiction—such as any action or nonaction concerning a contract. General Statutes § [1-91 \(1\)](#).

### Exceptions to Administrative Lobbying

The following activities are not considered administrative lobbying:

- Preparation of responses to an agency’s request for proposals (“RFP”). OSE Regs. § [1-92-42a \(e\) \(1\)](#).
- Communications strictly for informational purposes (e.g., to determine what agency contract proposals will be forthcoming). OSE Regs. § [1-92-42a \(e\) \(3\)](#).
- Communications by a vendor’s representative who acts as a *salesperson* and does not otherwise engage in administrative lobbying. General Statutes § [1-91 \(11\) \(B\)](#).
  - “Salespersons”: Generally, individuals who have a set territory they routinely cover, and who are not part of a company’s executive management. See [Advisory Opinion No. 95-11](#).

Thus, if your contact with state or quasi-public agencies is limited to responding to RFPs, or otherwise pursuing a contract through the **normal agency process**, then you are not required to register as a “client lobbyist.”

But you are “lobbying” if you go **outside the agency process** in trying to obtain a state contract. For example:

- Entertaining state employees and officials.
- Communicating with officials outside the agency (such as the Governor or legislators).
- Communicating with officials within the agency but outside the normal process (such as the agency head).

If \$3,000 or more is spent on such lobbying activities, “lobbyist” registration is required. See General Statutes § [1-94](#).

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## State Contractors Guide to the Code of Ethics

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### Hypothetical from [Advisory Opinion No. 2003-6](#):

In responding to a state agency's RFP, a business entity spends \$3,500 in printing and personnel costs in taking a number of steps within the agency's normal contracting process. But in an effort to secure the contract, the entity contacts the Governor, thus taking action outside the normal agency process and, in doing so, expends an additional \$500 in personnel costs. Must it register as a lobbyist?

No. The \$3,500 spent in following the normal process to respond to the RFP is exempted from consideration as a lobbying expense. Therefore, this entity would not have to register as a client lobbyist, because it has spent only \$500 towards its lobbying effort.

**NOTE:** *If you are unsure whether you must register as a "lobbyist," please contact the OSE and/or review the "Client Lobbyist Guide to the Code of Ethics."*

## GIFTS

### GIVING GIFTS

General Statutes § [1-84 \(m\)](#) contains the "gift"-giving bans for state contractors and potential state contractors:

- An individual or entity **doing or seeking to do business** with a state agency may not give a "gift" to any of that agency's employees or officials.
  - This is an *agency-specific ban*, meaning: If an entity is doing or seeking to do business with State Agency X—but not with any other state agency—then it is prohibited from giving "gifts" only to employees and officials of State Agency X.
- An individual or entity engaged in activities which are directly regulated by a state agency may not give a "gift" to any of that agency's employees or officials.
- A person **prequalified under § [4a-100](#)** may not knowingly give a "gift" to any state employee or official.
  - This ban is *not agency specific*, meaning it applies to all state employees and officials, even if the person is not doing or seeking to do business with an employee's or official's agency. (Registered lobbyists are subject to a similar ban. See General Statutes § [1-97 \(a\)](#).)

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## State Contractors Guide to the Code of Ethics

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### What is a “gift”?

General Statutes § [1-79 \(5\)](#) defines “gift” in three parts:

1. “anything of value” (for example, money, tickets to a sporting event, meals, services, etc.),
2. “which is directly and personally received” (that is, the state employee or official accepts the opportunity to partake of it),
3. “unless consideration of equal or greater value is given in return” (that is, unless the state employee or official pays fair market value for it).

### GIFT EXCEPTIONS

There are many benefits that are not deemed “gifts,” some of which may be used by state contractors, including these:

- **Token Items:** Items valued less than \$10 (such as a pen or mug), provided the annual aggregate of such items from a single source is \$50 or less. General Statutes § [1-79 \(5\) \(P\)](#).
- **Food/Beverage:** Up to \$50 in food/beverage annually, provided the donor or a representative is in attendance when it is being consumed. General Statutes § [1-79 \(5\) \(I\)](#).
- **Training:** Training provided by a vendor for a product purchased by a state entity, provided it is offered to all of the vendor’s customers. General Statutes § [1-79 \(5\) \(Q\)](#).
- **Ceremonial awards:** A certificate, plaque or other ceremonial award valued at less than \$100. General Statutes § [1-79 \(5\) \(F\)](#).
- **Gifts to the State:** Goods or services given to a state entity. The gift must facilitate state action, and must (1) be for use on state property (e.g., a computer), (2) support a state event (e.g., funds to support an agency event), or (3) support the participation by a state employee or official at an event (e.g., funds for an agency employee to attend an educational conference relevant to his state duties). General Statutes § [1-79 \(5\) \(e\)](#).

**NOTE:** There is a “gift” exception in § [1-79 \(5\) \(L\)](#) for “major life events” (a term defined by regulation), but state contractors and potential state contractors may not use it.

### GIFT REPORTING

If a person doing or seeking to do business with a state agency gives an agency employee or official any of the benefits found in the “gift” exceptions, the person may have a reporting obligation. See General Statutes § [1-84 \(o\)](#).

Generally, if the benefit is valued over \$10, the person (or a representative) must do as follows: Give *both* the recipient *and* the executive head of the recipient’s department or agency a written report stating:

- The donor’s name,
- A description of the item or items given,
- The value of such items, and
- The cumulative value of all items given to such recipient in the calendar year.

**NOTE:** *This helps both the donor and the state employee or official keep track of the “gift” exceptions noted above, so that permissible limits are not exceeded.*

### ACCEPTING GIFTS

In [Advisory Opinion No. 99-17](#), the conflict language in § [1-86e \(a\) \(1\)](#) (see above) was interpreted as creating the following rule:

- If, as a state contractor or an employee thereof, you are offered benefits from a person by virtue of your authority under the state contract (for example, clients of the contracting state agency), you may accept **no more** than \$100 annually from that person.

**NOTE:** *In an enforcement action, a former employee of a state contractor was found to have violated § [1-86e \(a\) \(1\)](#)—and ordered to pay a \$10,000 penalty—for using his authority over a subcontractor to solicit free or discounted gifts, services and other items of value (e.g., meals and tickets to sporting events and concerts).*

### NECESSARY EXPENSES

General Statutes § [1-84 \(k\)](#)—the “necessary expenses” provision—prohibits a state employee or official from accepting a fee or honorarium for participating at an event *in his or her official capacity*.

However, a state employee or official may receive payment or reimbursement for “necessary expenses” if—in his or her official capacity—the employee or official *actively participates* in the event (for example, gives a speech or runs a workshop).

“Necessary expenses” are not considered gifts and may include the cost of:

- Travel (coach),
- Lodging (standard room for the nights before, of, and immediately following the event),
- Meals (non-lavish), and
- Conference or seminar registration fees.

“Necessary expenses” do not include the cost of entertainment (tickets to sporting events, golf outings, etc.), or payment of expenses for family members or other guests.

A state contractor has *no reporting obligations* when it pays for, or reimburses, a state employee’s or official’s “necessary expenses.”

#### **Example:**

A state contractor is hosting an out-of-state conference and would like the Governor to come and give a speech in his official capacity. The contractor has offered to pay the Governor’s travel and lodging expenses, to waive his conference registration fee, and to give him a \$500 honorarium. Permissible?

The Governor may not accept the \$500 honorarium (because he is participating in his official capacity) but may accept payment or reimbursement for “necessary expenses,” which include coach-class travel, standard lodging for the nights before, of, and after the speech, and waiver of the conference registration fee.

### HIRING CURRENT OR FORMER STATE EMPLOYEES AND OFFICIALS

#### Former State Employees and Officials

A state contractor wanting to hire a *former* state employee or official should be aware of the Code's post-state employment prohibitions. See General Statutes §§ [1-84a](#) and [1-84b](#).

Most of these prohibitions are “personal” to the former state employees and officials, meaning they do not apply to their post-state *employers*. These include:

- **Confidential information:** A former state employee or official may *never* “disclose or use confidential information” gained in state service for anyone’s financial gain. General Statutes § [1-84a](#).
- **Side switching:** A former state employee or official may *never* “represent anyone other than the state, concerning any particular matter (1) in which he participated personally and substantially while in state service, and (2) in which the state has a substantial interest.” General Statutes § [1-84b \(a\)](#).
- **Cooling off:** For *one year* after leaving state service, a former state employee or official may not “represent” anyone for compensation before their former state agency. (“Represent” means doing any activity that reveals the former state employee’s or official’s identity.) General Statutes § [1-84b \(b\)](#).

**NOTE:** *Certain former employees and officials of the Department of Consumer Protection and the Department of Emergency Services and Public Protection are subject to a two-year employment ban with respect to entities engaged in Indian gaming operations. General Statutes § [1-84b \(d\)](#) and [\(e\)](#).*

#### Prohibitions on Employer

There are two post-state employment provisions that apply not only to former state employees and officials—but also to those that hire them:

- For *one year* after leaving state service, a former state employee or official may not accept employment with a party to a state contract valued at \$50,000 or more, if:
  - (1) He or she participated substantially in, or supervised, the negotiation or award of that contract, and
  - (2) It was signed within his or her last year of state service.

Further, “[n]o party to such a contract or agreement . . . shall employ any such former public official or state employee in violation of this subsection.” General Statutes § [1-84b \(f\)](#).

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## State Contractors Guide to the Code of Ethics

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- Individuals who held designated positions at certain state regulatory agencies may not—for **one year** after leaving state service—“accept employment with a business subject to regulation by that agency.” Further, “[n]o business shall employ a . . . former public official or state employee in violation of this subsection.” General Statutes § [1-84b \(c\)](#).

### Current State Employees and Officials

State contractors wanting to hire a *current* state employee or official should be aware of the Code’s outside-employment rules, which bar the employee or official from:

- Accepting outside employment with an individual or entity that can benefit from the state servant’s official actions (e.g., the individual in his or her state capacity has specific regulatory, contractual, or supervisory authority over the private person). OSE Regs. § [1-81-17](#).
- Using state time, materials, or personnel to perform their outside work. General Statutes § [1-84 \(c\)](#).
- Accepting—or being a member or employee of an entity that agrees to accept—compensation for representing others before 11 statutorily designated state agencies. General Statutes § [1-84 \(d\)](#). The agencies include:
  - the Department of Banking,
  - the Claims Commissioner,
  - the Office of Health Care Access division within the Department of Public Health,
  - the Insurance Department,
  - the Department of Consumer Protection,
  - the Department of Motor Vehicles,
  - the State Insurance and Risk Management Board,
  - the Department of Energy and Environmental Protection,
  - the Public Utilities Regulatory Authority,
  - the Connecticut Siting Council, and
  - the Connecticut Real Estate Commission.

\*\*\*The prohibition on being a “member or employee” applies to entities that are in the business of *representing others* for compensation before the listed agencies (law firms, accounting firms, etc.).

### OTHER OUTSIDE EMPLOYMENT CONSIDERATIONS

There are two other outside employment prohibitions, but they apply only to a limited number of state employees and officials:

- Individuals holding designated positions at certain state regulatory agencies may not—while in state service—“negotiate for, seek or accept employment with any business subject to regulation by his agency.” Also, “[n]o business shall employ a

## State Contractors Guide to the Code of Ethics

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*present . . . public official or state employee in violation of this subsection.”* General Statutes § [1-84b \(c\)](#).

- Certain present employees and officials of the Department of Consumer Protection and the Department of Emergency Services and Public Protection may not “negotiate for, seek or accept employment with” entities engaged in Indian gaming operations. General Statutes § [1-84b \(d\) and \(e\)](#).

## OTHER CONSIDERATIONS

### CONTRACTUAL REPRESENTATIONS CONCERNING STATE ETHICS LAWS

General Statutes [§ 1-101qq](#), as amended by [Public Act No. 21-76](#), contains four requirements with respect to the OSE’s state ethics laws summary:

1. State agencies must provide large state construction or procurement contractors with the state ethics laws summary developed by the OSE (**NOTE: this guide has been developed for this purpose**).
2. No state agency or institution or quasi-public agency shall enter into a large state construction or procurement contract unless such contract contains a representation that the chief executive officer or authorized signatory of the contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law.
3. Large state construction or procurement contractors must, in turn:
  - a. provide their subcontractors and consultants with the state ethics laws summary,
  - b. each contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law. Failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the large state construction or procurement contract.
4. The state ethics laws summary must be incorporated by reference in each contract with a contractor, subcontractor or consultant.

**NOTE:** *The OSE does not have jurisdiction over campaign contribution certifications. Questions concerning them should be directed to the Office of Policy and Management.*

### ETHICS ENFORCEMENT

Enforcement of the Ethics Codes is initiated by a complaint, which is filed by the OSE Ethics Enforcement Officer or a member of the public. In most cases, a complaint by the Ethics Enforcement Officer is preceded by a confidential staff evaluation.

A two-stage process follows:

1. Confidential investigation and confidential probable cause hearing.
2. If probable cause is found, a public hearing to determine if a violation has occurred.

At any stage of this process, the OSE and the Respondent may negotiate a settlement.

After a finding or admission of a violation, the CEAB may order the Respondent to comply with the Ethics Codes in the future, file any required report or statement, and/or pay a civil penalty.

For failure to file a report, statement, or other information required by the Ethics Codes, the CEAB may, after a hearing, impose a civil penalty of up to \$10 per day, with the aggregate penalty for any one violation being \$10,000.

The OSE may refer matters to the Chief State's Attorney for criminal prosecution. An intentional violation of the Ethics Codes is a misdemeanor for the first violation, unless the individual has derived a financial benefit of at least \$1,000. In that case, the violation is a class D felony.

The Attorney General may sue for up to three times the economic gain received through knowingly committing or knowingly profiting from a violation of the Code.

The "[\*Citizen's Guide to Filing a Complaint\*](#)," which is available on the OSE's website, gives a detailed overview of the complaint process and related confidentiality rules.

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

(Revised 09/3/15)

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

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

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

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with [Sections 46a-68-1 to 46a-68-17](#) of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. [See Section 46a-68j-30\(10\)\(E\)](#) of the Contract Compliance Regulations.

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INSTRUCTIONS AND OTHER INFORMATION

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

1) **Definition of Small Contractor**

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

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

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

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

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

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

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

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

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

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

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

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

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

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

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

<p><u>White</u> (not of Hispanic Origin)-All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u> (not of Hispanic Origin)-All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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**BIDDER CONTRACT COMPLIANCE MONITORING REPORT**

**PART 1 – Bidder Information**

<p>Company Name: Street Address: City &amp; State: Chief Executive:</p>	<p>Bidder Federal Employer Identification Number: Or Social Security Number:</p>
<p>Major Business Activity: (brief description)</p>	<p>Bidder Identification (response optional/definitions on page 1)</p> <p>-Bidder is a small contractor? Yes No -Bidder is a minority business enterprise? Yes No (If yes, check ownership category) Black Hispanic Asian American American Indian/Alaskan Native Iberian Peninsula Individual(s) with a Physical Disability Female -Bidder is certified as above by State of CT? Yes No</p>
<p>Bidder Parent Company: (If any)</p>	
<p>Other Locations in CT: (If any)</p>	

**PART II - Bidder Nondiscrimination Policies and Procedures**

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

1. Will the work of this contract include subcontractors or suppliers? Yes No

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

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes No

**PART IV - Bidder Employment Information**

Date:

JOB CATEGORY*	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

\*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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# SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

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## Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

### *Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents*

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 on the reverse side of this page).

### **CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

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

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

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *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.

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## 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.

# SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

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## ACKNOWLEDGEMENT OF RECEIPT

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE (mm/dd/yyyy)

### NAME OF SIGNER

First Name	MI	Last Name	Suffix

### TITLE

### COMPANY NAME

Additional information may be found on the website of the State Elections Enforcement Commission,

[www.ct.gov/seec](http://www.ct.gov/seec)

Click on the link to "Lobbyist/Contractor Limitations"

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must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**By signing the filled-out form**, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note for ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

### Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5. <sup>2</sup>
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

<sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

\* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

\*\* For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



*Capital Region  
Development Authority*

**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).

**“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.

Please list all Principals of contractor or prospective CRDA contractor (use an additional sheet of paper if necessary).

<b>PRINCIPALS (as applicable)</b>	<b>NAME</b>	<b>TITLE/RELATIONSHIP</b>
<b>Members of Board of Directors</b>		
<b>President, Treasurer, and Executive Vice Presidents</b>		
<b>CEO or officer with comparable powers and duties</b>		
<b>Employee who has managerial or discretionary responsibilities with respect to the CRDA contract</b>		
<b>Applicable Spouses and/or Dependent Children</b>		
<b>Political Committees</b>		

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

\_\_\_\_\_  
Name/Title:

\_\_\_\_\_  
Date

**STATE OF CONNECTICUT**  
**Certificate of Compliance with**  
**Connecticut General Statute Section 31 - 57b**

I hereby certify that all of the statements herein contained below have been examined by me, and to the best of my knowledge and belief are true and correct.

The \_\_\_\_\_ **HAS / HAS NOT**  
*Company Name* (Cross out Non-applicable)

been cited for three (3) or more willful or serious 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 of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency of court having jurisdiction or **HAS / HAS NOT** (Cross out Non-applicable) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid.

The list of violations (if applicable) is attached.

\_\_\_\_\_  
*(Name of Firm, Organization or Corporation)*

**Signed:**

\_\_\_\_\_  
*Written Signature:*

\_\_\_\_\_  
*Name Typed: (Corporation Seal)*

**Title:**

\_\_\_\_\_  
*(Title of Above Person, typed)*

**Dated:**

*State of* \_\_\_\_\_ )  
*County of* \_\_\_\_\_ ) *ss: A.D., 20* \_\_\_\_\_ )

Sworn to and personally appeared before me for the above, \_\_\_\_\_,  
*(Name of Firm, Organization, Corporation)*

Signer and Sealer of the foregoing instrument of and acknowledged the same to be the free act and deed of

\_\_\_\_\_, and his/her free act and deed as  
*(Name of Person appearing in front of Notary or Clerk)*

\_\_\_\_\_  
*(Title of Person appearing in front of Notary or Clerk)*

My Commission Expires:

\_\_\_\_\_  
*(Notary Public) (Seal)*

## DISCLOSURE STATEMENT

**Connecticut General Statutes 1-85 – Interest in conflict with discharge of duties** - A public official, including an elected state official, or state employee has an interest which is in substantial conflict with the proper discharge of his duties or employment in the public interest and of his responsibilities as prescribed in the laws of this state, if he has reason to believe or expect that he, his spouse, a dependent child, or a business with which he is associated will derive a direct monetary gain or suffer a direct monetary loss, as the case may be, by reason of his official activity. A public official, including an elected state official, or state employee does not have an interest which is in substantial conflict with the proper discharge of his duties in the public interest and of his responsibilities as prescribed by the laws of this state, if any benefit or detriment accrues to him, his spouse, a dependent child, or a business with which he, his spouse or such dependent child is associated as a member of a profession, occupation or group to no greater extent than any other member of such profession, occupation or group. A public official, including **an elected state official or state employee who has a substantial conflict may not take official action on the matter.**

Contractor Name states **there are / or are not** conflicts of interest based on the statute above.

Contractor Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_