

**SOUTHINGTON PUBLIC SCHOOLS
AND
THE TOWN OF SOUTHINGTON**

REQUEST FOR PROPOSAL

The Southington Board of Education is accepting proposals for:

**DESIGN AND CONSTRUCTION ADMINISTRATIVE SERVICES
OF THE ATHLETIC TRACK, LOCATED AT SOUTHINGTON HIGH SCHOOL**

RFP 2024-10

SEALED, MARKED PROPOSALS will be accepted by the
Purchasing Department in the John Weichsel Municipal Center located at
200 North Main Street, Southington, Connecticut until:

2:00pm on Friday, December 08, 2023

at which time all submitted proposals will be publicly opened and read.

A MANDATORY WALKTHROUGH IS REQUIRED FOR THIS RFP (November 29, 2023 10:30am)

**(Please note that U.S. mail delivery to our location occurs late in the day and delivery on the day
of the proposal opening cannot be relied upon.)**

Proposals must be submitted on the forms and in the manner specified.

RFP forms and specifications may be obtained from the
Southington Public Schools' website:

www.SouthingtonSchools.org

Central Office => Purchasing Department => Bids and RFP Invitations

Sealed proposal envelopes are to be returned to the address below with the RFP number clearly marked
on the outside of the envelope.

**Purchasing Office
200 North Main Street
Southington CT 06489
860.628.3200 ext. 10216**

**Kyle Fickel
Accounting Manager**

Introduction

The Town of Southington has been awarded a Small Town Economic Assistance Program (STEAP) Grant from the State of Connecticut for the replacement of the community athletic track at Southington High School. As such, the Town of Southington is soliciting proposals to retain a qualified Architectural/Engineering Firm (herein after referred to as firm, proposer, responder, architect) to provide design and construction administration services for renovations to the Athletic Track at Southington High School, 720 Pleasant St., Southington, CT 06489. Proposed renovations for the field include demolition and replacement of the existing track, fence & gate(s), and renovations of select areas for field events.

The project goal is to enable the Town to commence the renovation of the field during the summer of 2024, upon completion of the permitting approvals and construction documents.

This RFP is not a contract offer, and no contract will exist unless and until a written contract is signed by the Town and the successful proposer. Interested parties should submit a proposal in accordance with the requirements and directions contained in this RFP. The Town may choose not to select any firm. The town is an equal opportunity, affirmative action employer, does not discriminate because of race, religion, color, sex, national origin, sexual orientation, marital status, disability or any other factors protected by law. The Town shall review proposer's full submission and may make a selection based on the best interest of the Town, not solely on the proposer's fee proposal.

Intent

It is the goal of the Town to enter into agreement with an experienced, qualified, and licensed A/E firm that will provide assessment and design services efficiently, accurately, and provide high quality, flexible customer service to the Town. The firm will be expected to maintain expert knowledge of assessment and design services to ensure the Town is receiving the highest quality service at the most affordable rates while maintaining quality.

RFP Scope of Work

The following are expected as a result of this RFP:

This project shall be divided into two phases:

- **Phase I – Assessment of Existing Conditions**
- **Phase II – Design and Construction Administration Services**

Phase I –Assessment services shall include an existing conditions survey, assessment, subsoil geotechnical investigation, conceptual design, and development of a comprehensive project budget:

- Conduct an existing conditions assessment services for the existing running track and field events. Assessment shall at a minimum include:
 - Existing conditions site survey performed by a licensed surveyor in the State of Connecticut.
 - Asphalt and subsoil evaluation, profiling, and cross-section conducted by a geotechnical engineer through coring and borings.
 - Sampling and laboratory soil characterization of track base subsoils.
 - Track surface material condition, anticipated lifespan, and facility deficiencies.
- *The Town will provide the selected firm with any available documentation of the site, however proposers should assume no documentation is available for the purposes of this proposal.*
- Provide programming of the existing running track and field events with key project stakeholders.
- Prepare a programming and existing conditions assessment report of the findings.
- Develop Conceptual Design options for track and field events renovations or replacement.
- Develop comprehensive project cost estimates for each option.
- Review conceptual design options and cost estimates with project stake holders and refine options until a final design and comprehensive project budget are selected.

Subject to the approval of a Project by the Town and further subject to adequate funding authorization. The contract between the Owner and the firm may be amended to include continued designer services through Phase II.

Phase II – Design and Construction Administration services shall include design development, construction contract documents, bidding assistance, construction administration, and final closeout of the potential Project:

- Prepare required design development documents.
- Prepare Construction Documents, including, but not limited to, the following suitable for public bidding in the State of Connecticut and Town of Southington:
 - Project Manual (including Front End and Technical Specifications)
 - Construction Drawings and Details
- Aid the Town during the bidding process, review of bids, and bidder scope reviews.
- Provide ongoing construction administration services to the Town during the construction of the project, including:
 - Minimum weekly site visits and observation reports
 - Attendance at weekly construction meetings with the Town and Contractor
 - Respond to Contractor RFI's through sketches and written clarification
 - Review of potential change orders
 - Review of monthly application for payments from the Contractor
 - Conduct an initial punch list visit and issuance of a project Substantial Completion
- Aid the Town in securing all close-out documents from the Contractor
- Conduct a final punch list visit and issuance of a project Final Completion

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the total state-funded value with DAS-certified Small Businesses and 6.25% of the total state-funded value with DAS-certified Minority-, Women-, and/or Disabled-owned Businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

Other Contacts

Director of Operations: Peter Romano
Athletic Director: Steve Risser

Phone: 860-628-3200 ext. 10206
Phone: 860-628-3229 ext. 11425

RFP TIMELINE

| | |
|---|-------------------------------------|
| RFP Release | November 16, 2023 |
| Mandatory Walkthrough of Track | November 29, 2023, at 10:30am |
| Deadline for written inquiries | December 04, 2023, by noon |
| Sealed RFP due date and public opening | December 08, 2023, at 2:00pm |
| Administration Review of proposals, Committee Recommendations | TBD |
| RFP Award by the Southington Board of Education | TBD |
| Work to commence and Project finish | Summer 2024 |

INQUIRIES

Proposers may submit written questions concerning this RFP to the Accounting Manager no later than the date specified in the RFP Timeline. All inquiries must be in writing and may be mailed, emailed, faxed, or hand delivered. Written inquiries received after the deadline for written inquiries will not be considered. Copies of questions and responses thereto will be posted on the Southington Schools website no later than the date specified in the RFP Timeline (www.southingtonschools.org Central Office, Purchasing Department, Bids and RFP Invitations).

AUTHORIZED CONTACT for written inquiries:

Mr. Kyle Fickel
Accounting Manager
Southington Public Schools
200 N Main Street
Southington, CT 06489
fax# 860-621-8056, No Voice Calls
kfickel@southingtonschools.org

ADDENDA TO RFP

Should it become necessary to revise any part of this RFP or if additional data is necessary to clarify any of its provisions, an Addendum will be posted on the Southington Schools website (www.southingtonschools.org Central Office, Purchasing Department, Bids and RFP Invitations) It is the responsibility of the vendor to check for Addendum on the Southington Website prior to submitting their proposal.

The Board intends to adhere to the schedule and dates specified in the RFP timeline detailed above. However, if it is necessary, due to revisions made to this RFP, the proposal due date and all subsequent dates may be extended. Notification of such extension will be posted on the Southington Schools website.

PROPOSAL PREPARATION COSTS

Proposers must bear all costs associated with their Proposals including preparation, copying, postage, and delivery costs. The Board will not be responsible for any costs or expenses incurred by Proposers responding to this RFP.

OTHER NOTICE TO PROPOSERS:

All elements of the RFP including the rough schematics, drawings, etc. become the property of the Board and may be used by the Board as part of any future referendum or work on the next phase of the facility improvements. Any award to a proposer of this RFP does not constitute an agreement or contract for that proposer to complete the actual installation of any approved security measures or renovations.

FORMAT FOR PROPOSALS

Responding proposers shall provide **three** written copies of their RFP and include one electronic file on a USB drive. By submitting this proposal, vendor agrees to all the provisions and conditions contained herein, both Part I and Part II.

The format for the written proposals shall be as follows:

TITLE PAGE including:

- RFP 2024-10 DESIGN AND CONSTRUCTION ADMINISTRATIVE SERVICES, SHS ATHLETIC TRACK
- Name of Proposing firm
- Address and telephone number of Proposing firm
- Name and title of contact person
- Date of submission

Please provide a Table of Contents after the Title page giving a clear identification of each required proposal section with page number. Such sections are A-T below.

Proposal Requirements

The following items will establish certain standards of experience and financial capabilities. Proposals that do not meet the prescribed standards will be considered non-responsive. The Board, at its sole discretion, will decide if a Proposer meets the standards. Each Proposer must answer the questions honestly and completely; the following section describes the submission requirements:

- A. Provide an executive summary (maximum three (3) pages) that includes the full name, tax identification number and main office address of the primary Proposer. Include financial information detailing the financial stability of the Proposer. Proposer must have been in business for a minimum of three (3) years.
- B. Provide the business history of the primary Proposer. Include any changes in the Proposer's status as the result of merger, acquisition, spin-off, reorganization, or other change in business organizational status. Identify when the Proposer was organized and, if a corporation, where incorporated and number of years engaged in providing full-service contract operations under that name. Provide a comprehensive description of Proposer's corporate ownership and/or operating name.
- C. State whether any member of any elected board of the Town of Southington or Southington Board of Education, or other officer, employees, or person who is payable in whole or in part from the Town of Southington or the Southington Board of Education currently has any direct or indirect personal interest in the Proposer. If so, describe the circumstances.
- D. State any projects completed for the Town of Southington or the Southington Board of Education in the past five years. Provide details.
- E. Experience with managing the project through the State of CT DAS – CT Department of Economic & Community Development.
- F. State whether the Proposer or any of its employees or officers has been named as a defendant in any litigation. If so, name the owner and describe the circumstances, including the outcome of the litigation.
- G. State whether the Proposer has ever been terminated, fired, or replaced on a project other than those contracts that have been terminated due to completion. If so, name the owner and describe the circumstances.
- H. The primary Proposer must demonstrate the capability to successfully complete construction management studies and project management with an emphasis on athletic facilities. Describe Proposer's experience and provide documentation on such experience.
- I. The Proposer must demonstrate experience in providing architectural/ engineering and design solutions and construction administration services. Describe Proposer's experience and provide documentation on such experience.
- J. Include resumes and project lists of the key personnel who are proposed to work on this project. Including a contact person for questions about the proposal.

- K. Identify all subcontractors, if any, who will perform work on this project. The Board retains the right to reject any and all proposed subcontractors. This provision applies through the term of the contract.
- L. State your relevant prior experience, including a list of clients served during the past five years, complete with names, addresses and telephone numbers of contact persons for each. Provide the client name, contact, address, and phone number of at least one school or municipal project that Proposer has designed, if available.
- M. Provide examples of work produced for similar projects completed within the past five years.
- N. Include an acknowledgement of the proposed project schedule and the Proposers ability to meet the schedule.
- O. Scope of Work (detailed description of work). The proposers should include additional issues, if any; they believe to be important to this project.)
- P. Include a cost for proposal. The cost should be a lump sum price and then broken down by project. Please see the attached price sheet provided.
- Q. Include proof of insurance.
- Workers' Compensation Insurance
 - Employer's Liability Insurance
 - Liability Insurance: General Liability – at least \$2 million; Automobile Liability – at least \$2 million
 - The Town of Southington shall be named as certificate holder and additional insured on the insurance policy.
 - Cancellation of insurance or other termination of insurance policies required without immediate replacement thereof may be considered a default in the terms and conditions of any such agreement. The Proposer agrees that such default may be cured by procurement of insurance by the Town of Southington on behalf of Proposer, at the Proposer's expense, at the Town of Southington's option.
- R. A signed IRS Form W-9 must be included.
- S. Signed Workforce Analysis Form (complete and include in Proposal)
- T. Signed Non-Collusive Statement as follows: (See Part I, Page 7)
- The undersigned vendor, having fully informed him/ herself regarding the accuracy of the statements made here, certifies that:
1. The proposal has been provided by the vendor independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the request for proposal, designed to limit independent bidding or competition, and
 2. The contents of the proposal have not been communicated by the vendor or its employees or agents to any person not an employee or agent of the vendor or its surety on any bond furnished with the RFP and will not be communicated to any such person prior to the official opening of the RFP.

REQUIRED RFP ITEMS:

| | | |
|-----|---|---|
| No | Bid bond is required with this RFP | N/A |
| Yes | Proof of insurance is required with this RFP | See Part II Page 3 Items 31, 32,33 |
| Yes | Performance bond will be required by successful proposer | See Part II Page 3 Item 34 |
| No | Prevailing Wage Project | N/A |
| No | Samples required with this RFP | N/A |
| Yes | References – a minimum of three | See Part I Pages 10-12 |

| | | |
|-----|---|--------------------------|
| Yes | Workforce Analysis must be returned with this RFP | See Part II, Pages 14-18 |
| Yes | Non-collusive bid statement must be submitted with this RFP. | See Part I Page 7 |
| Yes | Descriptive literature and item(s) specifications for each item must be submitted with RFP Safety Data Sheets for Certified Green Products identified on sheet | |
| Yes | An IRS Form W9 (Rev.10-2018) must be provided | See Part II Page 19 |
| Yes | Additional Required items identified above A-T | |

Proposal Review Criteria

The Board's administration will evaluate the proposals and recommend a proposer for final approval. The Board reserves the right to investigate the reputation, integrity, skill, business experience, and quality of performance of each candidate proposer, before making its final recommendation. The recommendation will be based on both an objective and subjective comparison of proposals and candidates. The evaluation criteria will include, but shall not be limited to, consideration of the following:

- Qualifications of the Candidates and proposed team
- Technical soundness of the proposal
- Examples of work produced for and past performance on similar projects
- Ability to meet the proposed time frames and schedule
- Familiarity with local conditions and future needs
- Comparable projects completed by candidate
- Experience with and knowledge of state and municipal processes, requirements and procedures
- Proposed Fee
- References
- Any Known Lawsuits
- Previous experience with Southington Town or Board
- Any other factors deemed appropriate by the Board

In awarding the work, the Board reserves the right to reject any and all proposals, waive formalities, informalities and technicalities therein, and to accept any proposal they determine to be in the best interest of the Board.

Selection Process

- The Board's administration will review and rank each proposer's sealed proposal.
- The Board's administration will meet to discuss the Proposals.
- The administration may short-list proposers to interview in order to clarify the proposals. Additional services or significant changes to the submittals during the interview will not be entertained.
- Based on the responses received, the Board may choose to continue or cancel the RFP process.
- The responsibility for the final selection rests solely with the Board and their administration; the Board may commence negotiations with the responder who scores highest during the selection process, or at its sole option may cancel the process at any time. During this negotiation phase, the Board may discuss any cost, charge, or service.

Disclaimer

This Request for Proposal does not commit the Board to award a contract or pay any costs incurred during the preparation of the RFP package.

In addition to the data and documentation submitted in response to this process, the Board reserves the right to make an on-site inspection and evaluation of any facility at which the proposer has provided similar services. If the Board chooses to exercise this right, the respondent shall provide a representative to accompany the Board or its delegated representatives on any on-site inspection. The inspection may not be limited to one facility. All costs incurred by Board personnel to perform an on-site inspection shall be borne by the Board. The proposer shall bear its own costs, if any.

Non-Collusive Statement

The undersigned vendor further certifies that this statement is executed for the purpose of inducing the Board to consider the RFP and make an award in accordance therewith.

| | |
|--|--|
| Legal Name of Business | |
| Business Address | |
| street | |
| city | |
| state | |
| zip | |
| phone | |
| fax | |
| e-mail address | |
| Person Authorized to Sign (print name) | |
| Signature of Authorized Person | |

Attachments

The following attachments are included below and must be completed, as detailed within the RFP.

- A. Proposal Form
- B. References

ATTACHMENT A – PROPOSAL FORM
ARCHITECTURAL/ENGINEERING ASSESSMENT, DESIGN AND
CONSTRUCTION ADMINISTRATION SERVICES FOR
TRACK RENOVATION/REPLACEMENT

PROPOSER'S FULL LEGAL NAME:

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

Phase I – Assessment and Conceptual Design

- Existing Conditions Site Survey
- Site Existing Conditions Assessment
- Geotechnical Evaluation
- Conceptual Design
- Conceptual Design Project Estimating
- Public Outreach and Project Approval

Total Phase I Proposed Cost: _____ \$

Subject to the approval of a Project by the Town of Southington and further subject to adequate funding authorization. The contract between the Owner and the firm may be amended to include continued designer services through Phase II.

Phase II – Design and Construction Administration

- Design Development:
- Construction Documents & Permitting:
- Bidding:
- Construction Administration & Close-out:

Total Phase II Proposed Cost: _____ \$

Addition Construction Administration Visits _____ \$ _____ *each visit*

(should the construction schedule be extended)

ATTACHMENT A – PROPOSAL FORM

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NOTE: This document, in order to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that it has read, understood and fully accepted each and every provision of each document comprising the RFP, unless an exception is described above.

Proposers Legal Full Name

Proposers Full Address

Name and Title of Authorized Representative

Signature of Representative, Duly Authorized

Date

Representative Email

Representative Phone

ATTACHMENT B – PROPOSER’S STATEMENT OF REFERENCES
ARCHITECTURAL/ENGINEERING ASSESSMENT, DESIGN AND
CONSTRUCTION ADMINISTRATION SERVICES FOR
TRACK RENOVATION/REPLACEMENT

Provide at least five (5) references: Provide correct and current contact information for all references.

PROJECT #1

PROJECT NAME

COMPLETION DATE

CITY, STATE

PROJECT OWNER/SCHOOL

INDIVIDUAL NAME AND PROJECT TITLE

EMAIL

PHONE

PROJECT #2

PROJECT NAME

COMPLETION DATE

CITY, STATE

PROJECT OWNER/SCHOOL

INDIVIDUAL NAME AND PROJECT TITLE

EMAIL

PHONE

ATTACHMENT B – PROPOSER’S STATEMENT OF REFERENCES

page 2

PROJECT #3

PROJECT NAME

COMPLETION DATE

CITY, STATE

PROJECT OWNER/SCHOOL

INDIVIDUAL NAME AND PROJECT TITLE

EMAIL

PHONE

PROJECT #4

PROJECT NAME

COMPLETION DATE

CITY, STATE

PROJECT OWNER/SCHOOL

INDIVIDUAL NAME AND PROJECT TITLE

EMAIL

PHONE

ATTACHMENT B – PROPOSER’S STATEMENT OF REFERENCES
page 3

PROJECT #5

PROJECT NAME

COMPLETION DATE

CITY, STATE

PROJECT OWNER/SCHOOL

INDIVIDUAL NAME AND PROJECT TITLE

EMAIL

PHONE

RFP TERMS AND CONDITIONS

1. All RFPs submitted must be in SEALED ENVELOPES and must be notated with the RFP NUMBER on the face of the envelope. Amendments to or withdrawal of any section of the submitted RFP received later than the time and date set for the RFP opening will not be considered. RFPs received later than the time and date specified will not be considered. For the purpose of RFP receipts, the official time piece will be the time/date stamp unit located in the Purchasing Office, 200 N Main Street, Purchasing Department, Southington, Connecticut.
2. All RFP prices must include prepaid delivery, assembly and/or installation (ready for operation and/or use) of all equipment and/or materials to the individual location(s) as designated by the Accounting Manager. All RFP prices are to be submitted on the sheets provided on this RFP. Quantities and pricing are to be listed in accordance with these sheets.
3. Addenda will be listed on this website. It is the responsibility of the vendor to check the website for such addenda prior to submission of any proposal. Failure to sign any addendum relating to the RFP of interest may disqualify submitted RFPs and/or proposals.
4. Replies submitted, whether a RFP or no RFP, must have the RFP number clearly marked on the outside of the envelope. Vendors not marking the envelopes will have no recourse against any Board of Education member and/or its employees, or Town of Southington member and/or its employees.
5. Any alleged oral agreement made by a vendor or contractor with any agency or employee of the Southington Public Schools will be disregarded.
6. Request for interpretation of any portion of the RFP may be made by telephone to the Board of Education Purchasing Office at (860) 628-3200 ext. 10216. All replies will be given verbally and then posted on the website as an addendum (if deemed vital to the RFP by the Accounting Manager).
7. The Southington Public School System and the Town of Southington are exempt from the payment of taxes imposed by Federal Government and/or the State of Connecticut. Such taxes should not be included in the RFP price.
8. In the event of receipt of identical RFPs as to offerings, delivery, service, content, price, etc., the RFP will be awarded in a fair and equitable manner determined by the Board of Education.
9. For RFPs to be considered, the attached **Non Collusive RFP Statement** must be completed and submitted with the RFP.
10. Vendor's offering(s) under this RFP must meet and be in compliance with all local, state and federal specifications, regulations and requirements in effect as of the date of the RFP submittal pertaining to the work, materials, equipment or items requested in the RFP.
11. The successful vendor and/or contractor must protect all property of the Board of Education (i.e. all floors, furniture, grass, land, etc.) from injury or other damage. Any damage so caused must be repaired by contractor/vendor at his/her own expense.
12. At the completion of the work, the vendor and/or contractor must remove from the premises all surplus materials and all debris created by him. This removal will be completed at the contractor's expense. The premises must be left in a clean and finished condition acceptable to the owner or its agents.
13. Default - It shall be understood that a vendor supplying equipment and/or supplies will be considered to be in default if/when he/she has not delivered the item(s) within the time constraints listed in this document. Vendors providing a service and/or construction will be considered to be in default if/when they have failed to meet the completion date set forth in this document and/or they have ceased work on the project for a period of fifteen (15) working days cumulative or consecutive.
14. Expenses incurred by the owner due to the contractor or vendor failing to complete the job or failing to deliver in the required time frame, or failing to adhere to the RFP requirements and specifications will be charged to the contractor or vendor.
15. The successful vendor agrees to indemnify and hold harmless the Board of Education, its employees, the Town of Southington and its employees from any and all liability arising out of the successful vendors' operations and functions and/or supplied items.
16. Samples that are forwarded by the vendor will be returned to the vendor at his request and at his expense. Samples not returned to the vendor will be disposed of at the discretion of the Board of Education or its designated representative. Large pieces of equipment submitted for evaluation and inspection are to be picked up by the vendor within thirty (30) days of RFP opening date. Items not picked up within thirty (30) days of RFP opening will be disposed of by the Board of Education or its designated agent.

RFP TERMS AND CONDITIONS - continued

17. Any and all references to trade names, types, styles, model numbers, stock numbers or catalogs are intended to be descriptive only and not restrictive. The intention is to indicate to vendor the type and quality of the articles and/or materials that will be satisfactory. When reviewing the information given, it is the responsibility of the prospective vendor to inform the Board of Education of any discrepancy that is found (i.e. number listed does not fit the item description). RFPs received on other makes or models with reference to other catalogs will be considered. The vendor is to clearly state in his RFP, exactly what he intends to furnish and to furnish with his RFP a cut or illustration or other descriptive matter that will clearly indicate and give specification as to the product he proposes to furnish. Where an RFP is offered on an item other than the trade standard used in the specification the item should be identified on the RFP form by entering the **MAKE, TRADE NAME AND MODEL** number. It is understood that any substitutes and/or alternates that might be offered are guaranteed by the vendor to be of equal or better quality than is referenced in the RFP. The item (s) offered must be equivalent as to function, basic design type and quality of material, method, of construction and any required dimensions. It shall be further understood that during original as well as subsequent shipments spot checks will be performed. Units offered shall be new. Vendors are cautioned that rebuilt, remanufactured, trade-ins, surplus, seconds, factory rejects floor samples, close-outs or distressed items are not acceptable and shipment of substitutions, defective or shop-worn equipment will be returned for a full refund, including shipping and/or freight charges, at the vendor's expense.
18. The quantities and/or materials listed in the specifications/RFP sheets may be increased or decreased by the Board of Education or its designated representative based on actual need at the time the orders are placed.
19. The Board of Education or its designated representative reserves the right to reject any proposal in whole or part offering equipment and/or materials and/or services that in their opinion does not meet the quality standards desired. Such decision will be considered final and not subject to further recourse by the vendor.
20. The Board of Education or its designated agent reserves the right to award or reject by item, or part thereof, groups of items, or parts thereof, or all items of the RFP if in his/her judgment the best interest of the Southington Public Schools and/or the Town of Southington will be served. Further, the Board of Education, or its designated agent, reserves the right to award contracts to one or more vendors submitting identical proposals as to price, to reject any and all RFPs in whole or in part, to waive technical defects, irregularities and omissions if, in their judgment the best interest of the school system will be served.
21. The Board of Education or its designated agent specifically reserves the right to reject any and all RFPs until a purchase order and/or contract has been awarded. No vendor can claim any contract rights by virtue of submission alone. Awarding of the contract means actual written notice by letter and a properly executed purchase order to the vendor or vendors that the contract has been awarded.
22. It is the intent to award this RFP by line item, however, the Board of Education reserves the right to award the RFP in total if deemed by the Board of Education that the award in total would be in the best interest of the Southington Public School System. In addition, Vendors should be advised that should budgetary constraints dictate, part and/or all of the items listed in this RFP, including future years, may be rejected. This decision shall be considered final and not subject to recourse by the vendor.
23. The Board of Education reserves the right to discontinue service during the current term or future terms, if performance is deemed unacceptable by the Board. In the event of a multiple year award evaluation of service will be made at the end of the first year. Awards for subsequent years will be contingent on the previous year's performance.
24. In determining the lowest or highest responsible vendor, the Board of Education reserves the right to consider, in addition to price, the compatibility, quality, cost of maintenance and availability of parts, experience of the vendor, sufficiency of the resources of the vendor as relates to the offerings as well as the ability of the vendor to provide future maintenance and service.
25. **DOCUMENTS PREVIOUSLY SUBMITTED TO THE SOUTHTON BOARD OF EDUCATION WILL NOT BE CONSIDERED AS SATISFYING SUBMISSION REQUIREMENTS FOR THIS RFP.**
26. **WHERE AN RFP BOND IS REQUIRED (SEE RFP DIRECTIONS SHEET), IT IS TO BE SUBMITTED WITH THE RFP AT THE TIME OF SUBMISSION.**
27. **INSURANCE CERTIFICATES, PERFORMANCE BONDS AND/OR PAYMENT BONDS, WHEN REQUIRED, ARE TO BE SUBMITTED BY THE SUCCESSFUL VENDORS PRIOR TO COMMENCEMENT OF WORK.**
28. The Board of Education reserves the right to have vendors supply a minimum of three (3) references. These references must be for similar/same work.
29. The Board of Education reserves the right to request information from the vendors including, but not limited to, legal claims, worker's compensation history, and other claims for personal and property damage.

RFP TERMS AND CONDITIONS - continued

30. **RFP Bond** (if required - see RFP Directions sheet) - Shall be in the amount equivalent to ten per cent (10%) of the contract made out in favor of the Board of Education and issued by a surety company acceptable to and approved by the Board of Education. A cashier's check or Treasurer's check in the same amount may be submitted in lieu of the RFP bond.
31. **Proof of Insurance** (if required - see RFP Directions sheet) - The contractor shall take out and maintain during the life of this contract, adequate Workmen's Compensation Insurance for all the employees employed on said work. In case any class of employees engaged in hazardous work under the contract at the site of the work is not protected under the Workmen's Compensation statute, the contractor shall provide Workmen's Compensation Insurance for the protection of his employees not protected otherwise.
32. **Liability Insurance** (if required - see RFP Directions sheet) - Take out and maintain during the life of the contract, adequate public liability insurance insuring against liability to persons not employed by him in an amount of not less than \$1,000,000 for injuries, wrongful death to any one person and subject to the same limit for each person in an amount of not less than \$1,000,000 on amount of one accident and property damage insurance in an amount of not less than \$1,500,000.
33. **Certificate of Insurance** - Submitted must name the Southington Board of Education, 200 N Main Street, Southington, Connecticut 06489 as the certificate holder and shall be delivered to the Accounting Manager, Board of Education within fifteen (15) days of award notification.
34. **Performance Bond** (if required - see RFP Directions sheet) - The successful vendor must file a performance bond and execute the contract within fifteen (15) days from the date of award notification. Should it be necessary to start a project immediately, the performance bond in question must be in place before the project begins. The furnished bond must be in favor of the Board of Education and executed by a surety company authorized to transact business in the State of Connecticut and acceptable and approved by the Board of Education. It shall be for not less than one hundred per cent (100%) of the total contract price but in no case less than one thousand dollars (\$1,000.00).
35. **Payment Bond** (if required - see RFP Directions sheet) - The successful vendor, shall file a payment bond and execute said contract within fifteen (15) days from the date of notification of such award. Should it be necessary to start a project immediately, the payment bond in question must be in place before the project begins.
36. The Board of Education reserves the right to require successful vendors to enter into such security arrangements as are deemed necessary to protect the Board of Education property and goods.
37. **Facsimile Transmissions** – Prior to RFP opening - submission of this RFP or any portion of this RFP and/or any documents relating to this RFP by means of Facsimile Transmission (fax machine) is unacceptable and will not be considered in the RFP process. After RFP opening, and at the request of the Accounting Manager or designee, data relating to the RFP will be accepted via fax.
38. Successful vendor shall provide any/all additionally required non-collusion affidavits, Affirmative action statements, fair employment plans and non-discrimination programs and statements as might be required by the Board of Education.
39. Executive order number 3 inclusive of all its amendments thereto relative to equal employment opportunities and implementation rules and regulations of the Department of Labor on equal employment opportunities are incorporated herein by specific reference (copy enclosed).
40. Executive order number 17 inclusive of all its amendments thereto relative to Connecticut employment services, implementation rules and regulations are incorporated herein by specific reference (copy enclosed).
41. In connection with the execution of this RFP, subsequent purchase orders and/or contracts, the seller shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin.
42. The vendor agrees to obtain and pay for all work/building permits as might be required. The cost of obtaining said permits shall be included in the RFP price. In addition, it shall be understood that where property lines are to be considered, vendors are to verify said lines and measurements with proper Town Officials prior to commencement of work.
43. The successful vendor shall not employ any subcontractor to fulfill any of the duties as herein specified without express, prior written approval of the Board of Education or its designated agent.
44. It is to be understood that any/all specifications and/or plans or drawings contained in or developed as a result of the RFP process are and shall be presented subject to the approval of Town of Southington planning, zoning and building officials and that awards made prior to said approval are subject to cancellations.

RFP TERMS AND CONDITIONS - continued

45. **Prevailing Wage** - When the State of Connecticut Prevailing Wage Rate is applicable to the RFP, it is to be known by the prospective vendors that a **Certified Payroll Record** must be forwarded prior to any request and/or invoice for payment. Prospective vendors should note that when the Prevailing Rate is applicable, it shall be based on the total project cost from day one.
46. **Occupational Safety and Health Act of 1970** - Seller shall warrant that the machinery, equipment or other materials covered herein by shall, upon delivery to Southington Public Schools and/or Town of Southington, be in compliance with the standards required by the Occupational Safety and Health Act of 1970 (and all amendments thereto) as well as the standards required by comparable State and local laws, if any, for such machinery, equipment or other materials in effect at the time of such delivery.
47. **Machines and/or Equipment Lockout/Tagout** - In an effort to comply with OSHA's final rule on control of hazardous energy sources, vendors must warrant that any and all machines and/or equipment as is offered under this RFP will be supplied and/or installed equipped with lockout/tagout devices as prescribed by OSHA.
48. All energy isolating devices must be designed to accept a lockout device, as required by OSHA lockout/tagout requirements, 29 C.F.R. 1910.147(c)(2)(iii). 54 Fed. Reg. 36644, 36688 (September 1, 1989). For this purpose, an **energy isolating device** is a mechanical device which physically prevents the transmission or release of energy (such as a valve), and lockout device is a device that uses a positive means, such as a lock, to hold an energy isolating device in the safe position and prevent the energizing of a machine or equipment.
49. In compliance with **Toxic Substance Control Act (PL 94-469)**, seller warrants that each and every chemical substance constituting or contained in the products sold or otherwise transferred to the Southington Public Schools and/or Town of Southington under this RFP and subsequent purchase orders is not on the list of prohibited chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to the **Toxic Substance Control Act (PL 94-469)** (and all amendments thereto) and are otherwise in compliance with said Act.
50. **Hazardous Materials** - Any materials required by this RFP and subsequent purchase orders that are hazardous under federal, state or local statute, ordinance, regulation or agency order will be packaged, labeled, marked and shipped by the seller to comply with all federal, state and local regulations then in effect including but not limited to the provisions of the Hazardous Materials Transportation Act and Regulations promulgated thereunder and will further comply with any special requirements and any policies and procedures of the Southington Public Schools and/or Town of Southington relating to the purchase of hazardous materials as might be noted on subsequent purchase orders or otherwise communicated to seller in writing.
51. **Material Safety Data Sheets** - shall be provided by seller upon delivery to Southington Public Schools and/or Town of Southington of any goods having constituents listed in the following references:
 OSHA 1910 Subpart Z
 ACHIG Current Threshold Values
 DOT HazMat Table 49
 IARC Carcinogen List
 National Toxicology Program Carcinogen List
 Radioactive Materials
52. These Material Safety Data Sheets must be consistent with and include information required by the OSHA Hazard Communication Standard published as 29 CFR 1910.1200, as the same may be amended or supplemented from time to time.
53. **Asbestos** - Vendors are advised that asbestos-containing material has been located in the boiler rooms, pipe tunnels, storage areas and various locations of the school buildings. Before proceeding on any contractual work on school buildings or their interior, it is mandatory that Vendors familiarize themselves with the asbestos-containing material and that this said material be considered as a health hazard and all precautionary measures according to the Ahera Rules and Regulations be observed. A copy of the Asbestos Management plan that contains location of said material may be obtained at the office of the Building and Grounds Supervisor, JV Pyne Center, 240 Main Street Rear, Southington, Connecticut 06489, or from the office of the principal of the building at which the work is to be performed. It is the Vendor's responsibility to notify all employees and/or subcontractors of this notification.
54. Vendors hereby agree that any award resulting from this RFP will be extended to any/all departments and agencies of the Town of Southington and that the successful vendor shall invoice said town agency and/or department separately.

RFP TERMS AND CONDITIONS - continued

55. The successful vendors are hereby advised that any measurements/sizes given in this RFP are representative only. Vendors are to establish exact measurements/sizes for themselves. Vendors will have no recourse for RFPs presented based on inaccurate measurements/sizes.
56. **CONFINED SPACES:** Vendors are advised that **Confined Spaces**, as defined by OSHA have been identified throughout the School System. It is the responsibility of Vendors to familiarize themselves with the locations of these **Identified Confined Spaces** within the building where work is to be performed by the Vendor. A list of these **Confined Spaces** is available in the office of the Building and Grounds Supervisor and in the office of the Principal at each site. Responsibility for notification of the Vendors' employees rests with the Vendor. Vendors will assume the responsibility of all necessary functions as specified by OSHA for entrance or work in **Confined Space**: 1) Danger Area; 2) Permit Only Area. This is to include all necessary air testing safety equipment and employee training.
57. Effective July 1, 2016, Connecticut Public Act 16-67 included new requirements regarding background checks for new school employees. Section 2 of Public Act 16-67 also applies many of these requirements to contractors. Contractors must require any employee of the contractor who would be in a position involving direct student contact to submit the information and authorization required by Public Act 16-67. The contractor must provide boards of education with information about any findings regarding abuse, neglect or sexual misconduct. The board will then determine whether that employee of the contractor may work in a position involving direct student contact. Public Act 16-67 can be viewed at <https://www.cga.ct.gov/2016/ACT/pa/2016PA-00067-R00HB-05400-PA.htm>.
58. **Payment:** The successful vendor shall receive payment after all deliverables have been met, as specified in the RFP's specifications.
59. The terms and contents of these general RFP terms and conditions are made part of this RFP.

**STATE OF CONNECTICUT
BY HIS EXCELLENCY
THOMAS J. MESKILL
GOVERNOR**

EXECUTIVE ORDER NUMBER THREE

WHEREAS, sections 4-6ld(b) and 4-114a of the 1969 supplement to the general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services, and

WHEREAS, section 4-6le(c) of the 1969 supplement to the general statutes requires the labor department to encourage and enforce compliance with this policy by both employers and labor unions, and to promote equal employment opportunities, and

WHEREAS the government of this state recognizes the duty and desirability of its leadership in providing equal employment opportunity, by implementing these laws,

NOW THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under section twelve of article fourth of the constitution of the state, as supplemented by section 3-1 of the general statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I

The labor commissioner shall be responsible for the administration of this Order and shall adopt such regulations as he deems necessary and appropriate to achieve the purposes of this order. Upon the promulgation of this Order, the commissioner of finance and control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order and that such contract or subcontract may be canceled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to such contract or subcontracts.

II

Each contractor having a contract containing the provisions prescribed in section 4-114a of the 1969 supplement to the general statutes, shall file and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner, as may be directed. Such reports shall be filed within such times and shall contain such information as to employment policies and statistics of the contractor and each subcontractors and shall be in such form as the labor commissioner may prescribe. Vendors or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order or any preceding similar Orders and in that event to submit on behalf of themselves and their proposed subcontractors compliance reports prior to or as an initial part of their RFP or negotiation of a contract.

III

Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor organization or employment agency as defined in section 31.122 of the general statute, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner, as may be directed, by such organization or agency, signed by an authorized office or agent of such organization or agency, with supporting information, to the effect that the signer's practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representations and upgrading, do not discriminate on the grounds of race, color, religious creed, age, sex or national origin, or ancestry of any individual, and that the signer will either Affirmatively cooperate in the implementation of the policy and provisions of this Order, or that it consents and agrees, that recruitment, employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order.

IV

The labor commissioner may by regulation exempt certain classes of contracts, subcontracts or purchase orders from the implementation of this Order, for standard commercial supplies or raw materials for less than specified amounts of money or numbers of workers or for subcontractors below a specified tier. The labor commissioner may also provide by regulation for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the state contract, provided only that such exemption will not interfere with or impede the implementation of this Order, and provided further, that in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.

V

Each contracting agency shall be primarily responsible for obtaining compliance with the regulations of the labor commissioner with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the regulations of the labor commissioner in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the regulations of the labor commissioner issued pursuant to this Order. They are directed to cooperate with the labor commissioner and to furnish the labor commissioner such information and assistance as he may require in the performance of his functions under this order. They are further directed to appoint or designate from among the personnel of each agency, compliance officers, whose duty shall be to seek compliance with the objectives of this Order by conference, conciliation, mediation or persuasion.

VI

The labor commissioner may investigate the employment practices and procedures of any state contractor or subcontractor and the practices and policies of any labor organization or employment agency hereinabove described, relating to employment under the state contract, as concerns nondiscrimination by such organization or agency as hereinabove described or the labor commissioner may initiate such investigation by the appropriate contract agency, to determine whether or not the contractual provisions hereinabove specified or statutes of the state respecting them have been violated. Such investigation shall be conducted in accordance with the procedures established by the labor commissioner and the investigating agency shall report to the labor commissioner any action taken or recommended.

VII

The labor commissioner shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a state contractor or subcontractor or members or applicants for membership or apprenticeship or training in a labor organization or employment agency hereinabove described, which allege discrimination contrary to the contractual provisions specified hereinabove or state statutes requiring nondiscrimination in employment opportunity. If this investigation is conducted for the labor commissioner by a contracting agency, that agency shall report to the labor commissioner what action has been taken or is recommended with regard to such complaints.

VIII

The labor commissioner shall use his best efforts, directly and through contracting agencies, other interested federal, state and local agencies, contractors and all other available instrumentalities including the commission on human rights and opportunities the executive committee on human rights and opportunities and the apprenticeship council under its mandate to provide advice and counsel to the labor commissioner in providing equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers, in accordance with section 31-51(d) of the 1969 supplement to the general statutes, to cause any labor organization or any employment agency whose members are engaged in work under government contracts or referring workers or providing or supervising apprenticeship or training for or in the course of work under a state contract or subcontract to cooperate in the implementation of the purposes of this Order. The labor commissioner shall in appropriate cases notify the commission on human rights and opportunities or other appropriate state or federal agencies whenever it has reason to believe that the practices of any such organization or agency violate equal employment opportunity requirements of state or federal law.

IX

The labor commissioner or any agency officer or employee in the executive branch designated by regulation of the labor commissioner may hold such hearings, public or private as the labor commissioner may deem, advisable for compliance, enforcement or educational purposes under this Order.

X

(a) The labor commissioner may hold or cause to be held hearings, prior to imposing ordering or recommending the imposition of penalties and sanctions under this Order. No order for disbarment of any contractor from further state contracts shall be made without affording the contractor an opportunity for a hearing. In accordance with such regulations as the labor commissioner may adopt, the commissioner or the appropriate contracting agency may

1. Publish or cause to be published the names of contractors or labor organizations or employment agencies as hereinabove described which it has concluded have complied or failed to comply with the provisions of this Order or the regulations of the labor commissioner in implementing this Order.
2. Recommend to the commission on human rights and opportunities that in cases in which there is substantial or material violation or threat thereof of the contractual provision or related state statutes concerned herein,

appropriate proceedings be brought to enforce them, including proceedings by the commission on its own motion under chapter 563 of the general statutes and the enjoining, within the limitations of applicable law, of organizations individuals or groups who prevent directly or indirectly or seek to prevent directly or indirectly compliance with the provisions of this order.

3. Recommend that criminal proceedings be brought under chapter 939 of the general statutes.
4. Cancel, terminate, suspend or cause to be canceled, terminated, or suspended in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be canceled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.
5. Provide that any contracting agency shall refrain from entering into any further contracts or extensions or modifications of existing contracts with any contractor until he has satisfied the labor commissioner that he has established and will carry out personnel and employment policies compliant with this Order.
6. Under regulations prescribed by the labor commissioner each contracting agency shall make reasonable effort within a reasonable period of time to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation or persuasion, before other proceedings shall be instituted under this Order or before a state contract shall be canceled or terminated in whole or in part for failure of the contractor or subcontractor to comply with the contract provisions of state statute and this Order.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the labor commissioner or pursuant to his regulations shall promptly notify him of such action. Whenever the labor commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency and other interested federal, state and local agencies of the action recommended. The state and local agency or agencies shall take such action and shall report the results thereof to the labor commissioner within such time as he shall specify.

XI

If the labor commissioner shall so direct, contracting agencies shall not enter into contracts with any Vendor or prospective contractor unless he has satisfactorily complied with the provisions of this Order, or submits a program for compliance acceptable to the labor commissioner, or if the labor commissioner so authorizes, to the contracting agency.

XII

Whenever a contracting agency cancels or terminates a contract, or a contractor has been disbarred from further government contracts because of noncompliance with the contract provisions with regard to nondiscrimination, the labor commissioner or the contracting agency shall rescind such disbarment upon the satisfaction of the labor commissioner that the contractor has purged himself of such noncompliance and will thenceforth carry out personnel and employment policies of nondiscrimination in compliance with the provision of this Order.

XIII

The labor commissioner may delegate to any officer, agency or employee in the executive branch any function or duty of the labor commissioner under this Order except authority to promulgate regulations of a general nature.

XIV

This Executive Order supplements the Executive Order issued on September 28, 1967. All regulations, orders, instructions, designations and other directives issued heretofore in these promises including those issued by the heads of various departments or agencies under or pursuant to prior order or statute, shall remain in full force and effect, unless and until revoked or superseded by appropriate authority, to the extent that they are not inconsistent with this Order.

This Order shall become effective thirty days after the date of this Order.

Dated at Hartford, Connecticut, this 16th day of June, 1971.

**GUIDELINES AND RULES
OF STATE LABOR COMMISSIONER
IMPLEMENTING GOVERNOR'S EXECUTIVE
ORDER NO. THREE**

SEC. 1 PERSONS AND PROPOSERS SUBJECT TO EXECUTIVE ORDER NO. THREE AND GUIDELINES AND RULES

a. Every contractor or subcontractor as defined in Sec. 2 hereof, supplier of goods or services, vendor, Vendor and prospective contractor or subcontractor, having ten or more employees as defined in Sec. 3 of these Guidelines, having or entering into or RFPing to enter into any type of contractual relationship with the State of Connecticut or any of its agencies, boards, commissions, departments or officers, and if the consideration, cost, subject matter or value of the goods or services exceeds \$5,000.00 shall be subject to the Governor's Executive Order No. Three and these Guidelines and Rules.

b. A copy of the Governor's Executive Order No. Three and of these Guidelines and Rules shall be available to each said contractor, subcontractor, supplier, vendor, Vendor and prospective contractor and subcontractor and the said Executive Order No. Three and these Guidelines and Rules shall be incorporated by reference and made a part of the contract, purchase order, agreement or document concerned. A copy of the Executive Order and of these Guidelines and Rules shall be furnished to a contracting party or Vendor on request.

c. All persons, partnerships, associations, proposers, corporations and other entities having less than ten employees as defined in Sec. 3 at the time of the RFP and execution of the contract and continuing through the performance of the contract are exempt from the provisions of the said Executive Order and these Guidelines and Rules. All contracts, subcontracts, purchase orders and agreements wherein the consideration is \$5,000.00 or less shall be exempt from Executive Order No. Three and from these Guidelines and Rules.

SEC. 2 SUBCONTRACTORS

As used herein, subcontractors are persons, partnerships, associations, proposers or corporations or other entities having contractual relationship with a contractor who in turn has a contract with the State of Connecticut or any of its agencies, boards, commissions or departments. Subcontractors below this tier are exempt from the Executive Order and from these Guidelines and Rules.

SEC. 3 EMPLOYEES

As used herein, employees are persons working full or part-time irrespective of personnel classification whose wages, salaries or earnings are subject to the Federal Insurance Contribution Act and/or to Federal Withholding Tax as a matter of law (whether in fact or not any actual withholding occurs in a given case), in an employee-employer relationship at the time of RFP, contract execution or offer or acceptance and/or during any time thereafter during the existence of the performance period of the contract to the conclusion thereof.

SEC. 4 REPORTS

a. Prior to the execution of the contract or prior to acceptance of a RFP, as the case may be, the contractor, subcontractor, Vendor or vendor shall file a report with the State Labor Commissioner, which report shall be complete and contain all of the information therein prescribed. The report shall be on form E.O. 3-1, a facsimile of which is attached hereto and made a part hereof, or in lieu thereof the contractor, subcontractor, Vendor or vendor shall submit a detailed report containing all of the information required in Form E.O. 3-1.

b. The Labor Commissioner may require the filing of additional reports prior to final payment or prior to any renewal or extension of the contract and during the duration of the contract at such times as the Commissioner may, in his discretion, from time to time deem necessary. The Labor Commissioner may require the filing of additional information or reports and the contractor, subcontractor, Vendor or vendor shall furnish said information or reports within the times prescribed by the Labor Commissioner.

c. The Labor Commissioner may, at his discretion, also require timely statistical reports on the number of minority employees or to be employed in the performance of the contract and the Labor Commissioner may define such minority groups or persons.

d. Reports filed pursuant to these Guidelines and Rules in implementation of Executive Order No. Three are not public records subject to public inspection, but may be inspected only by federal and state officials having jurisdiction and authority to investigate matters of this type. All federal and state agencies empowered by law to investigate matters relating to Executive Order No. Three shall have access to these reports for inspection or copying during regular business hours.

e. Any person who willfully, wantonly or through negligence destroys or permits to be destroyed, alters or allows to be altered after filing, any reports submitted in compliance herewith shall be subject to penalties as prescribed by law.

SEC. 5. MANDATORY CLAUSES IN DOCUMENTS

- a. All contracts shall contain the following provisions verbatim:

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be canceled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to a RFP by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The (contractor), (subcontractor), (Vendor), (vendor) agrees, as part consideration hereof, that this (order) (contract) is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

These provisions are in addition to and not in lieu of other clauses required by law.

- a. N.B. The above paragraphs contain requirements additional to those set forth in July 16, 1972 directive to state agencies.
- b. Every purchase order or like form submitted by a vendor or Vendor, as applicable shall contain the following clause verbatim:

Vendor agrees, as part of the consideration hereof, that this order is subject to the provisions of Executive Order No. Three and the Guidelines and Rules issued by the Labor Commissioner implementing said Order as to nondiscrimination and vendor agrees to comply therewith.

- c. Where preprinted contract forms have been prescribed by federal authority and the rules of the federal agency prohibit the alteration thereof, the compliance officer of the State agency concerned shall submit to the Labor Commissioner a suggested short form or addendum acceptable to the federal agency, and in such cases, after approval by the Labor Commissioner, said clause may be substituted.

SEC. 6 COOPERATION OF STATE AGENCIES, BOARDS AND COMMISSIONS

Every agency, board, commission and department of the State of Connecticut shall cooperate with the Labor Commissioner in the implementation of Executive Order No. Three and shall furnish such information and assistance as the Labor Commissioner may from time to time request.

SEC. 7 INVESTIGATIONS, COMPLAINTS

The Labor Commissioner may initiate an investigation upon receipt of a complaint alleging discrimination. The Labor Commissioner may request that an investigation be conducted by the State agency which is the party to the contract in question. Investigations shall be conducted in accordance with acceptable legal standards, safeguarding the rights of all parties involved and obtaining all of the relevant facts necessary for a complete determination of the issues. If the Labor Commissioner is not satisfied with the investigation or any part thereof he may order it to continue or to proceed further.

SEC. 8 HEARINGS

The Labor Commissioner or officers designated by the heads of the State Agencies, boards and commissions may conduct hearings on complaints filed. Hearings shall be held only after a report of the complaint has been filed with the Labor Commissioner and after a hearing on the complaint has been authorized or directed by the Labor Commissioner. Hearings shall be conducted in accordance with the acceptable principals of administrative law. All parties shall be afforded the opportunity to a full, fair, impartial and complete hearing, the opportunity to examine and cross examine witnesses and to be present at all sessions of the hearing. If any party is vulnerable to a charge of a violation of the law, he shall be afforded the opportunity to procure counsel who may be present at the hearing.

SEC. 9 EQUAL EMPLOYMENT OPPORTUNITIES

All State contracting agencies, employers and labor unions shall use their best efforts to provide equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers in accordance with section 31-51(d) of the General Statutes.

SEC. 10 DUTIES OF CONTRACTING AGENCIES

All State contracting agencies shall be responsible for compliance with said Executive Order and with all state and federal laws relating to equal employment opportunities. All contracting agencies conducting investigations for the Labor Commissioner pursuant to Executive Order No. Three and these Guidelines and Rules shall report to the Labor Commissioner the action taken or recommended with regard to each complaint filed. Each officer of the executive department, every commissioner and each executive head of each State agency, board and commission in the executive branch of the State government is expected to assume the responsibility of seeing to complete compliance with the Governor's Executive Order No. Three and shall forthwith take steps to assure and guarantee that there shall be no discrimination within their departments, agencies, boards or commissions in the performance of any state contract or subcontract on the basis of race, creed, color, sex, age, national origin or national ancestry, or in any way in violation of any state or federal law relating thereto.

BY VIRTUE OF THE AUTHORITY VESTED IN ME PURSUANT TO EXECUTIVE ORDER NO. THREE EFFECTIVE JULY 16, 1971, AND THE GENERAL STATUTES OF CONNECTICUT.

Dated at Wethersfield, Connecticut this 19th day of November, 1971.

Jack A. Fusari

STATE OF CONNECTICUT

BY HIS EXCELLENCY

**THOMAS J. MESKILL
GOVERNOR**

EXECUTIVE ORDER NUMBER SEVENTEEN

WHEREAS, Section 31-237 of the General Statutes of Connecticut as amended requires the maintaining of the established free services of the Connecticut State Employment Service to both employers and prospective employees and

WHEREAS, Section 31-5 of the General Statutes of Connecticut requires that no compensation or fee shall be charged or received directly or indirectly for the services of the Connecticut State Employment Service and

WHEREAS, large numbers of our citizens who have served in the Armed Forces of our nation are returning to civilian life in our state and seeking employment in civilian occupations and

WHEREAS, we owe a duty as well as gratitude to these returning veterans including the duty to find suitable employment for them and

WHEREAS, many of our handicapped citizens are fully capable of employment and are entitled to be placed in suitable employment and

WHEREAS, many of the citizens of our state who are unemployed are unaware of the job openings and employment opportunities which do in fact exist in our state and

WHEREAS, notwithstanding the free services of the Connecticut State Employment Service, many of our Connecticut employers do not use its free service or do not avail themselves fully of all of the services offered,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under the fourth article of the Constitution of the State and in accordance with Section 3-1 of the General Statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I

The labor Commissioner shall be responsible for the administration of this Order and shall do all acts necessary and appropriate to achieve its purpose. Upon promulgation of this Order, the Commissioner of Finance and Control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be canceled, terminated or suspended by the Labor Commissioner for violation of or noncompliance with this Order, notwithstanding that the Labor Commissioner is not a party to such contract or subcontracts.

II

Every contractor and subcontractor having a contract with the state or any of its agencies, boards, commissions, or departments, every individual partnership, corporation, or business entity having business with the state or who or which seeks to do business with the state, and every Vendor or prospective Vendor who submits a RFP or replies to an invitation to RFP on any state contract shall list all employment openings with the office of the Connecticut Employment Service in the area where the work is to be performed or where the services are to be rendered.

III

All state contracts shall contain a clause which shall be a condition of the contract that the contractor and any subcontractor holding a contract directly under the contractor shall list all employment openings with the Connecticut State Employment Service. The Labor Commissioner may allow exceptions to listings of employment openings which the contractor proposes to fill from within its organization from employees on the rolls of the contractor on the date of publication of the invitation to RFP or the date on which the public announcement was published or promulgated advising of the program concerned.

IV

Each contracting agency of the state shall be primarily responsible for obtaining compliance with this Executive Order. Each contracting agency shall appoint or designate from among its personnel one or more persons who shall be responsible for compliance with the objectives of this Order.

V

The Labor Commissioner shall be and is hereby empowered to inspect the books, records, payroll and personnel data of each individual or business entity subject to this Executive Order and may hold hearings or conferences, formal or informal, in pursuance of the duties and responsibilities hereunto designated to the Labor Commissioner.

VI

The Labor Commissioner or any agency officer or employee in the executive branch designated by regulation of the Labor Commissioner may hold such hearings, public or private, as the Labor Commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

VII

(a) The Labor Commissioner may hold or cause to be held hearings, prior to imposing, ordering or recommending the imposition of penalties and sanctions under this Order. In accordance herewith, the Commissioner or the appropriate contracting agency may suspend, cancel, terminate, or cause to be suspended, canceled, or terminated in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the listing provisions of the contract. Contracts may be canceled, terminated, suspended absolutely or their continuance conditioned upon and program for future compliance approved by the contracting agency.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the Labor Commissioner shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall report the results to the Labor Commissioner promptly.

VIII

If the Labor Commissioner shall so direct, contracting agencies shall not enter into contracts with any Vendor or prospective contractor unless he has satisfactorily complied with the provisions of this Order.

This Order shall become effective sixty days after the date of this Order.

Dated at Hartford, Connecticut, this 15th day of February, 1973.

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.

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> |
|--|---|

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART 1 – Bidder Information

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

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

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

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

PART IV - Bidder Employment Information

Date:

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

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

PART V - Bidder Hiring and Recruitment Practices

(Page 5)

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

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

| | | | |
|-------------|---------|---------------|-------------|
| (Signature) | (Title) | (Date Signed) | (Telephone) |
|-------------|---------|---------------|-------------|

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____
(Applies to accounts maintained outside the U.S.)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)
Southington Public Schools
200 North Main Street
Southington, CT 06489

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.
Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[][][] - [][] - [][][][][][]
or
Employer identification number
[][][][] - [][][][][][][][][][]

Part II Certification
Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here
Signature of U.S. person ►
Date ►

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.
Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS 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-DIV (dividends, including those from stocks or mutual funds)
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
• 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), 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.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)