



# Connecticut State University System Procurement Manual

Central Connecticut State University  
Eastern Connecticut State University  
Southern Connecticut State University  
Western Connecticut State University  
Connecticut State University System Office

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## **I. FOREWORD**

The Connecticut State University System (CSUS), the largest public university system serving Connecticut, consists of four comprehensive universities: Central Connecticut State University (CCSU), Eastern Connecticut State University (ECSU), Southern Connecticut State University (SCSU), and Western Connecticut State University (WCSU), and the Connecticut State University System Office. Integral to the operation of CSUS is the acquisition of goods and services needed to support operations at the four universities and the System Office. The Board of Trustees for the Connecticut State University System has adopted policies relating to the acquisition of goods and services by CSUS in conformity with Section 10a-151b of the Connecticut General Statutes and other applicable procurement statutes. (*See* Exhibit A.)

Each of the universities and the System Office operates its own Procurement Services Department. The goal of each such Department is to support the educational mission of its respective university by providing superior service to its faculty, staff, and students in the acquisition of goods and services while ensuring that procurement decisions are made in the best interest of the university and in compliance with applicable statutes, regulations and Board of Trustees policies and procedures.

## **II. PURPOSE OF THIS MANUAL**

The purpose of this Procurement Manual is to set forth purchasing policies and objectives and the procedures related to the procurement process so that State statute and Board policy are adhered to. Unless otherwise noted, the use of "CSUS" and/or "the Procurement Services Department" will refer to the System Office and the four CSUS universities collectively. The word "agency" used herein shall refer generically to the System Office and any of the four CSUS universities.

This manual was developed by a Systemwide committee, and has been reviewed by a wide constituency, including university and System Office procurement staff, fiscal officers, and university presidents.

### **III. GENERAL PROCEDURES**

#### **A. Purchasing Responsibility**

Responsibility for the purchasing of goods and services is the sole responsibility of each Procurement Services Department. By centralizing responsibility for the acquisition of goods and services, uniform adherence to the policies and procedures set forth herein may be more readily achieved. Although individual departments may, under certain circumstances, conduct preliminary investigations into sources for new products or services, final commitments for acquisition of goods and services may be made only by the Procurement Services Department.

#### **B. Purchase Requisitions**

All requests for the purchase of goods and services must be made by submitting an authorized and approved purchase requisition to the Procurement Services Department. Exceptions are purchases made using the P-card, approved direct purchases, and approved on-line orders. Adequate funding must be in place prior to the final issuance of a purchase order to a vendor.

#### **C. Signature Authority**

Board Resolution #07-14 (*see*, Exhibit B) identifies the CSUS positions authorized to sign contracts for the acquisition of goods and services. In addition, the Chancellor and University Presidents may authorize other staff members to sign contracts with a value of up to \$25,000. Such authorization must be in writing and must identify the types of documents the staff member is authorized to sign and any funding or other restrictions. A copy of the authorization must be provided to the university's Procurement Services Department. No employee not so authorized may sign a contract for the acquisition of goods or services on behalf of CSUS. Rubber stamp signatures will not be accepted.

#### **D. Unauthorized Purchases**

Goods or services identified upon delivery as not related to a properly authorized purchase order or personal service agreement may be refused and/or returned to the vendor. If accepted, payment for such unauthorized purchases may be the personal responsibility of the ordering individual, including restocking fees, if applicable. Unauthorized purchases made via a P Card may also be the personal responsibility of the purchasing individual.

If a purchase is identified as non-conforming to procedures, or unauthorized, the end-user will be required to submit to the Procurement Services Department and his or her supervisor a written explanation of the circumstances leading to the purchase and an explanation for the lack of prior approval. The end-user's supervisor will be required to provide to the Procurement Services Department a statement of action to be taken to prevent future unauthorized purchases. Payments due the vendor will be halted and

goods received will be held pending resolution. Department Heads, Deans or Directors of employees who repeatedly initiate unauthorized purchases will be made aware of the repeated offenses via a letter from the Procurement Services Department.

#### **E. Radioactive Materials**

All purchases of radioactive materials must be made in accordance with applicable federal and state laws and regulations and System and university policies and procedures.

#### **F. IT Purchases**

All purchases of hardware, software and consulting services shall be made in accordance with the CSUS IT Purchasing Protocol (a copy of which is appended hereto as Appendix I). Any such purchase with a cost equal to or exceeding \$10,000.00 must first be approved by the Chief Information Officer or designee and requested via a requisition bearing the proper Banner account code.

#### **G. Construction Contracts**

Agency-administered construction contracts are subject to particular requirements and procedures. Information relating to agency-administered construction projects and agency-administered CHEFA projects is set forth in Appendices II and III of this Manual, respectively.

#### **H. Emergency Procurements**

Section 10a-151b(c) of the Connecticut General Statutes provides that purchases may be made without competitive bidding "whenever an emergency exists by reason of extraordinary conditions or contingencies that could not reasonably be foreseen and guarded against, or because of unusual trade or market conditions." The determination of whether such an emergency exists shall be made by the chief executive officer of the university or the System, as appropriate, or his/her designee. The existence of an emergency may preclude the use of an existing contract if the contract vendor cannot meet the emergency delivery requirements.

Each requisition for an emergency purchase shall be signed by the procurement manager and identified therein as an "emergency purchase". A written statement documenting the nature of the emergency justifying the purchase and identifying the official authorizing the purchase shall be attached to the file copy of the purchase order at the time the order is placed.

#### **I. Requests for Information**

Requests for Information ("RFI") may be used as information gathering tools to determine what is available in the marketplace or to fine-tune the scope of a future project. The RFI must be posted on the Department of Administrative Services ("DAS")



portal and all responses shall remain sealed until the time of opening. Under no circumstances may an award or purchase be made solely based on a response to an RFI.

## **J. Sole Source/Sole Acceptable Brand Transactions**

The requirement that goods and services be obtained through competitive bids or quotations does not apply when the acquisition of the goods or services may be justified as a "Sole Source" or "Sole Acceptable Brand" purchase. A Sole Source" acquisition occurs when there exists only one vendor from which particular goods or services can be purchased. A "Sole Acceptable Brand or Model" (a/k/a "no substitute") acquisition occurs when products or services similar to those required may exist, but the product or service required, for reasons of standardization, quality, compatibility with existing equipment, specifications, technical features, expertise, etc., is the only brand acceptable to the requester or the University. Note that "Sole Acceptable Brand" products or services may be available from more than one source and, if so, the acquisition of such products or services may be subject to competitive bidding. (A request for acquisition of a Sole Source/Sole Acceptable Brand product or service must be made in the form attached hereto as Exhibit C). Sole Source/Sole Acceptable Brand acquisitions should be rare exceptions, and not standard practice.

Sole Source/Sole Acceptable Brand transactions may be based on the following:

- Evidence of extraordinary or unusual trade or market conditions or contingencies that preclude the availability of qualified alternative vendors.
- Necessity of acquiring a proprietary item which must be compatible with existing equipment or systems and which is available only from the original manufacturer.
- Necessity of acquiring items possessing specific features essential for the completion of the task or project at hand and which are available from only one source.
- Change of brands or manufacturers would compromise the continuity and integrity of the project.
- Necessity of acquiring unique or specialized goods or services supplied by a vendor who has the exclusive right to manufacture and/or sell such items or provide such services. The vendor may be requested to produce a letter on its letterhead verifying its exclusive right to sell their own product or, in a protected sales territory, a certain manufacturer's product.

The following ***will not*** validate sole source/sole acceptable brand procurement:

- Departmental preference for a specific vendor, product, or service.
- Budgetary considerations or constraints.
- Historical precedence or a claim of best price. Only current competitive bidding in the open market substantiates best possible pricing.

A request to engage in a Sole Source/Sole Acceptable Brand purchase must be accompanied by the following:

- A statement to the effect that the requester has thoroughly researched the purchase and to the best of his/her knowledge and belief, the good or service is the only one to fit the particular need.
- A detailed explanation of the requester's needs.
- A detailed description of the good or service, its purpose, and what it is about the product/service that makes it unique.
- A list of the other brands/services considered and an explanation as to why they will not meet the requester's needs.
- A description of the efforts made by the requester to determine that the cost for the good or service is not out of line with current market pricing for similar goods or services.

It is the responsibility of the Vice Chancellor for Finance and Administration, Vice President for Finance and Administration, Chief Financial Officer, or his or her designee to determine whether a purchase may proceed as a Sole Source/Sole Acceptable Brand acquisition or must be made through competitive bids or quotations, as applicable.

#### **K. Competitive Bids or Quotations**

1. Statutory Requirements: The thresholds for contracts which must be competitively bid, which are governed by applicable sections of the Connecticut General Statutes, are as follows:
  - *Purchases estimated at \$10,000.00 or less*: Competitive bidding is not required for purchases with an anticipated value (including shipping and handling) of \$10,000.00 or less.
  - *Purchases estimated at greater than \$10,000.00 but less than \$50,000.01*: All purchases estimated at greater than \$10,000.00 but less than \$50,000.01 must be made in the open market and shall, when possible, be based on at least three competitive quotations. Competitive quotations may include quotations submitted within a safe and secure electronic environment.
  - *Purchases estimated at \$50,000.01 or greater*: Such purchases must be based, when possible, on competitive bids or proposals. The chief executive officer, or his/her designee, shall solicit competitive bids or proposals by sending notice to prospective suppliers and posting notice on a public bulletin board in his office. The notice must contain a notice of state contract requirements pursuant to section 4a-60 of the General Statutes. Requests for competitive bids or proposals must be posted on the DAS Purchasing Portal at least five (5) calendar days before the final date for submission of bids or proposals. The issuance of addenda

may postpone the dates for submission and/or opening of bids or proposals.

Substantive addenda to any request for competitive bids or proposals must be issued at least five (5) calendar days prior to the date set for the submission of bids or proposals. Addenda which merely extend the date set for the submission of bids or proposals must be issued at least three (3) calendar days prior to that extended submission date.

Each bid or proposal shall be kept sealed until opened publicly at the time stated in the notice soliciting such bid or proposal. Sealed bids or proposals shall include bids or proposals sealed within an envelope or maintained within a safe and secure electronic environment until such time as they are publicly opened.

***Note:** Vendors debarred by the State of Connecticut may neither be solicited nor considered for award.*

2. Request for Quotations ("RFQ"): An RFQ may be utilized for the acquisition of goods or services that are readily comparable (e.g., a machine part which is obtainable from multiple suppliers) and for which cost is the only determinative criterion. The purpose of an RFQ is to enable the agency to obtain the required goods or services from the lowest qualified bidder.
3. Request for Proposals ("RFP"): An RFP may be utilized to obtain competitive proposals for the provision of goods and/or services in circumstances when cost is not the sole criterion on which selection of a contractor will be based. An RFP shall include, but not be limited to, the following components:
  - Statement of objectives;
  - Relevant background on CSUS;
  - Scope of work;
  - Special conditions, if any;
  - Request for vendor information;
  - Proposal submission requirements;
  - General instructions and conditions (including all required affidavits, certifications and required contract provisions); and
  - Criteria by which the proposals will be evaluated.

The weight to be accorded each of the evaluation criteria shall be finalized and set forth in a notarized document prior to the opening of the bids or proposals.

4. Communication with Potential Bidders: All communications with potential bidders regarding the RFP or the RFQ shall be in writing and shall be conducted through the Procurement Services Department. Members of the selection committee (see subsection 4 below) shall not have direct communication with bidders relating in any manner to the RFP or the RFQ. A pre-bid conference may be convened by the agency if deemed to be in its best interest.
5. Opening and Review of Proposals: A representative of the agency's Procurement Services Department and one (1) other agency employee shall administer a sealed bid opening.

A selection committee will be formed to evaluate and score proposals on the basis of the criteria set forth in the RFP. The committee shall consist of at least three (3) but no more than ten (10) voting members. The committee may include a representative of the agency's purchasing department, who may or may not be a voting member. The voting members of the committee shall elect a chairperson from among the voting members.

Each committee member shall review all bidder proposals in accordance with the criteria set forth in the RFP. Each committee member will complete an evaluation sheet which shall list the criteria set forth in the RFP, provide entry of a numeric score, if desired, and provide space for additional commentary. Each committee member shall include on his or her evaluation sheet a brief written explanation of the score assigned by that member to each of the evaluation criteria. (*See, Exhibit D for a sample evaluation and score sheet.*)

Once the committee members have finished their review of the proposals and completed their evaluation sheets, the committee members shall meet to discuss their evaluations and to determine which proposer(s) to recommend for award of the contract(s). The chairperson of the committee shall collect and maintain the evaluation sheets completed by the members of the committee. The chairperson of the committee may, but shall not be required to, complete a spreadsheet setting forth the scores assigned to each criterion by each committee member and a tally of those scores.

All proposals, including samples, if any, evaluation and spread sheets, if any, and the "Recommendation of Award" memorandum (*see, subsection 5 below*) shall be retained by the Procurement Services Department for at least three (3) years beyond the date of the last transaction relevant to any resultant contract award, or until audited, whichever is later.

6. Recommendation of Award, Summary Spreadsheet and Narrative Justification: At the conclusion of the selection process, the chairperson of the selection committee shall prepare a "Recommendation of Award" memorandum, explaining in detail the process by which the recommendation was reached and the basis for the recommendation. The "Recommendation of Award" memorandum shall be submitted to the Vice President for Finance and Administration/CFO, who will review the memorandum and determine whether to recommend the award to the chief executive officer for approval. Approval of the award shall be made by the chief executive officer or his/her designee.
7. Bidding Procedures for the Procurement of Construction Services: Permission to agency-administer a project must be obtained from the Connecticut Department of Public Works ("DPW") before CSUS may award and/or administer any contract for the construction, renovation, repair, or alteration of any of its facilities. Moreover, any request for proposals relating to the construction, renovation, repair or alteration of CSUS facilities must be prepared and issued in accordance with procedures developed by the DPW, which are posted at: [http://www.ct.gov/dpw/lib/dpw/Agency\\_Admin\\_Project\\_Procedures.doc](http://www.ct.gov/dpw/lib/dpw/Agency_Admin_Project_Procedures.doc).
8. Reciprocal Preference:
  - (a) Definitions:
    - (i) "Nonresident bidder" means a business that is not a resident of the state that submits a bid in response to an invitation to bid issued by the agency; and
    - (ii) "Resident bidder" means a business that submits a bid in response to an invitation to bid issued by the agency and that has paid unemployment taxes or income taxes in this state during the twelve calendar months immediately preceding submission of such bid, has a business address in the state, and has affirmatively claimed such status in the bid submission.
  - (b) In the award of a contract, after the original bids have been received and the original lowest responsible qualified bid has been identified, the agency shall add a per cent increase to the original bid of a nonresident bidder equal to the per cent, if any, of the preference given to such nonresident bidder in the state in which such nonresident bidder resides. If, after application of such per cent increase, the bidder that submits the lowest responsible qualified bid is a resident bidder, the state contracting agency shall award such contract to such resident bidder provided such resident bidder agrees, in writing, to meet the original lowest responsible qualified bid. Any such agreement by such resident

bidder to meet the original lowest responsible qualified bid shall be made not later than seventy-two (72) hours after such resident bidder receives notice from the agency that such resident bidder may be awarded such contract if such resident bidder agrees to meet the original lowest responsible qualified bid.

(c) In determining the lowest responsible bidder, the agency may rely upon the list published by the State Contracting Standards Board of states that give preference to in-state bidders and the per cent increase applied in each state.

**L. Certifications Required in Connection with Contracts with Value of \$50,000.00 or greater**

Contractors entering into contracts with a value of \$50,000.00 or greater are required to execute certifications attesting to their compliance with Sections 4a-60(a)(1) and 4a-60a(a)(1) of the Connecticut General Statutes. Because these forms are periodically updated, Procurement Services Department personnel should regularly access the OPM website to insure that the most current version of the certifications is being utilized. The OPM website may be accessed at: [http://www.ct.gov/opm/cwp/view.asp? a=2982&q=386038&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp? a=2982&q=386038&opmNav_GID=1806).

**M. Required Contract Provisions**

All contracts executed by CSUS must currently include provisions regarding choice of law, the assertion of claims against the state, compliance with nondiscrimination statutes, compliance with applicable Executive Orders, SEEC compliance, audits, and, if the contract value is in excess of \$500,000.00, whistleblower language. Because such requirements change from time to time, it is the responsibility of the Procurement Services Department to maintain a current inventory of clauses required by state and federal law and regulation, the Governor, and the Attorney General.

In addition, the following provisions must be inserted if required by the subject matter of the contract:

1. FERPA: Certain contracts may require the disclosure of identifiable student information protected by the Family Educational Rights and Privacy Act ("FERPA"). All such contracts must contain the following provision:

The Contractor acknowledges that such information is subject to the Family Educational Rights and Privacy Act ("FERPA") and agrees that it will utilize such information only to perform the services required by this agreement and for no other purpose. The Contractor further agrees that it will not disclose such information to any third party

without the prior written consent of the student to whom such information relates.

2. GLBA: Other contracts may require the disclosure of personal financial information protected by the Gramm-Leach-Bliley Act ("GLBA"). All such contracts must obligate the contractor to comply with the addendum attached hereto as Exhibit E, and the addendum must be appended to the contract.
3. Red Flags Rules: In the event that CSUS engages a service provider to perform an activity in connection with one or more "covered accounts," the contract concluded with such provider must contain the language set forth below. (A "covered account" is an account used mostly for personal, family or household purposes that involves or is designed to permit multiple payments or transactions. Covered accounts include credit card accounts, cell phone accounts, checking accounts and savings accounts. A covered account is also any other account for which there is a reasonably foreseeable risk to customers or to the safety and soundness of CSUS from identity theft, including financial, operational, compliance, reputational or litigation risks.)

Contractor hereby represents that it has enacted policies and procedures designed to detect relevant Red Flags, as defined in 16 CFR 681.2, that may arise in the performance of the Contractor's activities, and that agrees that it shall report any such Red Flags detected to \_\_\_\_[CSUS entity]\_\_\_\_ and take appropriate steps to prevent or mitigate identity theft.

4. Set-Aside Contracting: Sections 4a-60g through 4a-60j of the Connecticut General Statutes impose certain requirements upon CSUS with regard to the utilization of small business enterprises (SBE) and minority business enterprises (MBE). These set-aside programs require that twenty-five percent (25%) of CSUS's acquisitions be "set aside" and directed to such enterprises as have been certified by DAS, provided that all other statutory and regulatory requirements are met. In addition, twenty-five percent (25%) of that twenty-five percent (25%) is to be directed specifically to minority (MBE) owned business enterprises, which include women-owned business enterprises. The Procurement Services Department must submit quarterly reports detailing the progress toward meeting these goals.

The Procurement Services Department may change the vendor on any requisition in order to direct purchases to this program, and may set aside specific purchases or bids for exclusive participation by SBE and MBE businesses.

RFQs and RFPs that are issued expressly for set-aside contracting shall include the following text:

This request for quotation and any subsequent purchase order(s) is reserved as a “set-aside” transaction as outlined in Connecticut General Statutes 4a-60g through 4a-60j. Vendors bidding must include a copy of their current certificate as issued by the State of Connecticut Department of Administrative Services, in order to be considered for award.

5. Wage Provisions:

- (a) *Prevailing Wage Regulations:* Department of Labor ("DOL") regulations regarding prevailing wage (*see*, Exhibit F) require that all public works projects, irrespective of funding, comply with prevailing wage regulations if they meet specific dollar thresholds. Under DOL regulations all public works projects involving new construction must meet prevailing wage requirements if the total cost of the project exceeds \$400,000.00. For public works projects involving renovation, remodeling, alteration, or repair of an existing structure, the dollar limit requiring prevailing wage compliance is \$100,000.00. The Procurement Services Department must request from DOL a prevailing wage schedule for any project that meets the dollar threshold, whether the project is bid or not. Any RFP for a public works project that meets an applicable prevailing wage threshold must specify therein that the project is subject to prevailing wage requirements. The wage schedule should either be included in the RFP or provided at the pre-bid conference. Contractors that perform prevailing wage work for CSUS must submit certified payrolls to the contracting agency to meet current DOL requirements.
- (b) *Payment of Standard Wages:* DOL regulations also require that contractors pay standard wages (defined in C.G.S. §31-57f, as amended from time to time) for all work performed under service worker agreements entered into with the State of Connecticut or its agencies. Covered agreements include food service, property management, equipment services, and maintenance. Listed wage rates are minimums to be paid under the statutes.

DOL also requires the payment of standard wages for certain service workers who are bound by collective bargaining agreements. For further information or to see whether standard wages are required, please see Conn. Gen. Stat. §31-57f.



6. Income Tax Withholding for Athletes and Entertainers: Connecticut income tax must be withheld from athletes and entertainers where the payment to be made exceeds \$1,000.00. Such withholding is relevant to athletes, entertainers and public speakers performing services within Connecticut and who are not residents of the State of Connecticut. There are limited exceptions to this requirement, set forth below:
  - (a) DRS has granted a request for reduced withholding;
  - (b) DRS has granted a request for a waiver of withholding; or
  - (c) The designated withholding agent is an educational institution, the payment is to be made by that institution to a speaker engaged either as part of a course offered by the institution or as part of an academic conference, seminar or symposium sponsored by the institution, and the payment to be made for the engagement is \$5,000.00 or less.

In addition, certain contractors or individuals may be registered directly with the Department of Revenue Services (“DRS”), and as such, will file directly with DRS. The Procurement Services Department should contact DRS directly for further information.

Refer to the following website for the most current withholding information, instructions, and required forms: <http://www.ct.gov/drs/cwp/view.asp?a=1427&q=265056>.

#### **N. Supporting Documentation**

1. Confirmation of competitive bidding, competitive quotations, or sole source justification: See, subsections J and K above.
2. Evidence of Signatory Authority:
  - (a) *If contractor is a partnership:* A certification from a general partner other than the signatory stating that the general partner executing the contract has authority to do so;
  - (b) *If contractor is an LLC:* A certification stating that: (i) the LLC is run by members or managers; (ii) that the signatory is either a member or manager of the LLC; and (iii) that as such, he or she is not prohibited or limited by the articles of organization from binding the LLC;
  - (c) *If contractor is a corporation:*
    - (i) A certified copy of the corporate resolution authorizing the

signatory to execute contracts on behalf of and bind the corporation,

- (ii) A certified copy of minutes of the meeting of the board of directors at which the signatory was authorized to execute either the contract under review or the particular type of contract of which the contract under review is an example; or
- (iii) A certified copy of that section of the corporate by-laws which authorizes the signatory to execute contracts on behalf of and bind the corporation, along with certification that the person signing the contract in fact holds the office in question.

If the contractor is either an LLC or a corporation, the seal of the entity should appear on the certification. If the LLC or corporation has no seal, the "L,S," notation may be used instead, but the certification must specifically state that the LLC or corporation has no seal. (*See*, Exhibit G for sample certifications.)

3. Nondiscrimination Certifications:

- (a) *If an individual:* Form A ("Representation by Individual");
- (b) *If other than an individual:*
  - (i) Form B ("Representation by Entity");
  - (ii) Form C ("Representation by Entity, For Contracts Valued at \$50,000 or More")
  - (iii) Form D ("New Resolution by Entity, For Contracts Valued at \$50,000 or More"); or
  - (iv) Form E ("Prior Resolution by Entity, For Contracts Valued at \$50,000 or More").

For the most current information and forms, refer to the website maintained by the Office of Policy and Management at: [http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806);

4. Gift and Campaign Contribution Certification: This certification must accompany a State contract with a value of \$50,000.00 or more in a calendar or fiscal year. The completed form is submitted by the contractor with the executed contract. The form is also used with a multi-year contract to update the initial certification on an annual basis.
5. Certification of State Agency Official or Employee Authorized to Execute Contract: This certification must accompany a contract with a value of \$50,000.00 or more in a calendar or fiscal year. The completed form is signed at the time the contract is executed by authorized signatory for the agency.
6. Consulting Agreement Affidavit: This affidavit must accompany a contract for the purchase of goods or services with a value of \$50,000.00 or more in a calendar or fiscal year. This affidavit is normally submitted by the contractor to the awarding State agency with its bid or proposal. However, for a sole source or no bid contract, it is submitted at the time of contract execution.
7. Affirmation of Receipt of State Ethics Laws Summary: This affirmation must accompany a contract with a cost of more than \$500,000.00. The affirmation is normally submitted by the contractor with the bid or proposal. However, for a sole source or no bid contract, the affirmation is submitted at the time of contract execution. When applicable, the affirmation is also used by a subcontractor or consultant of the contractor. The subcontractor or consultant affirmation is submitted to the contractor, who then submits it to the agency.
8. Employee/Independent Contractor Classification Checklist: If the contractor is an individual, a test (based on IRS guidelines) must be conducted by the Project Director to determine whether the contractor would be considered a common-law employee or an independent contractor under IRS standards. (See, Exhibit H.) This form must be provided to the Finance and Administration (or Fiscal Affairs) Department.
  - (a) *If it is determined that the contractor would be considered an employee*: The contractor will be paid through the payroll system and will be subject to federal and state income tax withholdings and the Banner account being charged for these services will be liable for fringe benefit expenditures, if applicable. Furthermore, a copy of a dual employment form, if appropriate, must be sent to the agency's Payroll and/or Human Resources Department.
  - (b) *If it is determined that the contractor would be considered an independent contractor*: The contractor will be paid through

Accounts Payable by way of the normal processing of vendor payments.

9. W-9 Tax ID Verification Form: If applicable.
10. Dual Employment Request Form: State law provides that no State employee shall be compensated for services rendered to more than one State agency during a bi-weekly pay period unless the appointing authority of each agency certifies that the duties performed are outside the responsibility of the agency of principal employment and that no conflict of interest exists between the services being performed. The hours worked at each agency are to be documented and reviewed to preclude duplicate payment.

If a contractor is a State employee, a contract cannot be processed without a completed Dual Employment Request Form (PER-DE-1). (*See*, Exhibit I). For purposes of this regulation, each CSUS university is considered a separate State agency. (Note, however, that ten-month instructional faculty need not complete a Dual Employment Request Form for employment through a PSA during the intersession and summer session.)

The form, including a copy of the PSA and related documentation, must be forwarded to the “Primary Agency” (i.e., the agency of principal employment for the contractor) for its review and approval. The original Dual Employment Request Form must be returned to the Finance and Administration (or Fiscal Affairs) Department along with the original PSA and supporting information. In addition, contracts for services to be rendered by state employees must be reviewed and approved by the Human Resources Department prior to the commencement of services.

11. Justification for execution of the contract after services have been provided: If applicable.

#### **O. Indemnification / Hold Harmless Provisions**

A contract may not contain a provision agreement to indemnify or hold harmless the contractor as such a provision would constitute a waiver of the State's sovereign immunity. Nor may an agreement establishing internships or clinical affiliations for university students contain a provision obligating students participating therein to execute waivers or other documents containing such provisions.

#### **P. Review and Approval by the Office of the Attorney General**

The Office of the Attorney General must review and approve as to form all contracts executed by CSUS, and all amendments to such contracts, with the exception of:

- (i) personal service agreements with a value over any given twelve (12) month period of less than \$3,000.00;
- (ii) memoranda of agreement between CSUS and another Connecticut state agency;
- (iii) any contract set forth on a template approved for use without such approval by the Office of the Attorney General; and
- (iv) purchase orders written against master contracts; and
- (v) purchase orders which do not contain material terms in addition to, or which modify, the terms appearing on the preprinted form (i.e., other than insertion of product identification, quantity, price, shipping, delivery and payment information).

Payment may not be made pursuant to any such contract until such written approval has been obtained.

***Note:*** *It is not permissible to split a contract in order to avoid the aforementioned review and approval process.*

#### **IV. PURCHASE REQUISITIONS**

A Purchase Requisition is a document provided to the Procurement Services Department that describes the goods and/or services requested and identifies the funding available to support the purchase. A Purchase Requisition does not constitute a contract with any party.

The information required to be included in a Purchase Requisition includes:

- Identity of requesting department;
- Required delivery date;
- Suggested vendor(s);
- Appropriate Banner funding source (FOAPAL accounting string);
- Description of the goods and/or services required, including quantities, if applicable;
- Estimated cost of the goods and/or services;
- Supporting documentation (quote, specifications, etc.), if any; and necessary approval(s).

## **V. PURCHASE ORDERS**

### **A. Preparation of the Purchase Order**

The Purchase Order ("PO") constitutes the vendor's authority to provide and invoice for the goods and/or services specified therein. A PO is generated by the Procurement Services Department on the basis of the information provided in the purchase requisition.

The PO must include the following information:

1. Name, Address and FEIN of Vendor: The vendor's name on the PO must be the same as the name of the company that will invoice the order. The vendor's FEIN is required to allow entry of the vendor in the Banner system.
2. Description of Product/Service: A description of the type and quantity of goods and/or the nature of the services being purchased and the dates upon which they are to be provided.
3. Delivery Information: The delivery date must be specified. When applicable, special instructions including location of delivery, time of day of delivery, and/or special handling instructions should be included.
4. Price: When price is based on a competitive quotation or bid, reference should be made to the quotation or bid number. If the order is to be placed against a master contract, the price, contract award number, and contract source must be identified. When a Purchase Order is issued against a contract executed by another state agency (DAS, DOIT, CSUS or CCPG contract) the following language should be included: "The terms of (Specify Type) Contract Award # \_\_\_\_\_ are hereby incorporated by reference and shall be a part of this order."
5. Warranty of Equipment: Although a manufacturer may provide a standard written warranty, CSUS can seek to negotiate any aspect of the warranty it determines to be in its best interest, such as the period or extent of the warranty. If a delay is anticipated in putting purchased equipment into service, one of two options should be pursued:
  - Scheduling the delivery to coincide with the date the equipment can be used. This option minimizes the risk of damage in storage and eliminates questions about the warranty on-site date; or
  - Negotiation of a deferred warranty.
6. Payment Terms: Payment must be made within forty-five (45) days of receipt of a validly executed invoice, with the exception of small business

contractors, which must receive payment no later than thirty (30) days from receipt of a validly executed invoice.

7. Free on Board (F.O.B.): Whenever possible, purchase orders should be clearly marked F.O.B. Destination (*not* F.O.B. Shipping Point), with freight either included in the product cost or prepaid and added to the amount due under the invoice.
8. Authorized Signature: Authorized personnel are required to sign each PO. Authority to sign documents is specified per Board of Trustees Resolution No. BR#07-14).

## **B. Standing Orders**

The purpose of a standing order is to obviate the need for the issuance of repetitive purchase orders for those items a department utilizes on a "repeat" basis during its normal daily or monthly operations.

A standing order should contain the following elements:

- Term (start and end dates within the same fiscal year) of the PO stated;
- Delivery "as requested by department personnel";
- A "not-to-exceed" dollar figure.

## **C. Amendment of Purchase Orders**

The purpose of a purchase order amendment is to modify the terms and conditions of an existing purchase order. Changes to an existing purchase order shall be requested via the submission of a new purchase requisition along with a detailed explanation of the reason for the request, identifying the number of the original purchase order to be amended. All such amendments must be completed within ten (10) business days of approval of the requested amendment.



## VI. PERSONAL SERVICE AGREEMENTS

The Personal Service Agreement ("PSA") (Form CO-802A) is used to contract for the provision of personal services by independent contractors. The PSA is neither to be utilized in connection with the hiring of CSUS employees or temporary staff, nor to compensate contractors for work which has been recognized as belonging to one of the collective bargaining units within CSUS.

*Note: See Section VIII below with regard to contracting for certain services having a cost of less than \$3,000.00.*

The Personal Service Agreement may require multiple reviews and approvals; therefore, sufficient lead-time is a critical factor.

### A. Preparation of the PSA

The following instructions refer to the correspondingly-numbered blocks which appear on Form CO-802A. Refer to the following website for a sample document: <http://www.osc.state.ct.us/agencies/forms/pdf/CO-802a.pdf>.

- (1) *ORIGINAL or AMENDMENT:* Mark as appropriate.
- (2) *IDENTIFICATION NO.:* Leave this block blank as the number will be assigned once the PSA has been approved.
- (3) *CONTRACTOR NAME, ADDRESS and FEIN/SSN.:* Enter the vendor's name, address and Federal Employer Identification Number (FEIN) if the contractor is a business. In accordance with the State Comptroller's Memorandum 2000-08, an IRS form W-9 Tax ID Verification form must be provided by the contractor or on file with CSUS.
- (4) *ARE YOU PRESENTLY A STATE OF CONNECTICUT EMPLOYEE?:* If the vendor is presently an employee of the State of Connecticut, check "yes" and complete a Dual Employment Request form (PER-DE-1). This form must be executed and attached to the PSA to submitting the PSA to the Office of the Attorney General for review and approval. (See, Section II.N.10 above for instructions on completing the Dual Employment Request form.)
- (5) *AGENCY NAME AND ADDRESS:* Enter the main address for the university (excluding names of individuals).
- (6) *AGENCY NO.:* Insert the appropriate agency number. The agency numbers are as follows:

System Office:	7801	(CORE-CT # CSU83500)
CCSU:	7802	(CORE-CT # CSU84000)
ECSU:	7805	(CORE-CT # CSU85500)

SCSU: 7804 (CORE-CT # CSU85000)  
WCSU: 7803 (CORE-CT # CSU84500)

- (7) *DATE (FROM) THROUGH (TO):* List the full contract period. Block (23) also requires the contract period. If services are rendered in one day, repeat the same date in both the FROM and TO on both blocks (7) and (23). When stating the contract period, causes of possible postponements should be considered and the term should include sufficient “grace” days to allow for such unexpected occurrences. Doing so may obviate the need to prepare an amended PSA.
- (8) *INDICATE MASTER AGREEMENT, CONTRACT AWARD, NEITHER:* If the document is the result of competitive negotiation via the bid process, check “Contract Award.” Otherwise, check “Neither.”
- (9) *CANCELLATION CLAUSE:* Enter the number of days' written notice required for cancellation of the contract.
- (10) *CONTRACTOR AGREES TO:* Provide a complete and specific description of the services that the contractor is to provide. The language must be sufficiently specific that a third party unfamiliar with the nature of the contract can understand the services to be provided. If applicable, the contract must clearly identify who owns the developed product or service after completion of the PSA. If necessary, the description may continue on additional pages, but if such additional pages are attached, the following language must appear in box (10): "Continued on pages \_\_\_\_\_ which are attached hereto and incorporated herein." Neither the RFP and the contractor's proposal, or forms provided by the contractor, should be appended to the PSA. The name and contact information for any project manager assigned to contract be also in inserted in box (10).
- (11) *PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES:* Insert the amount to be paid the contractor and the schedule upon which payment is to be made. If possible, payment amounts and scheduling should be tied to the completion of discrete services or the provision of certain deliverables. Payment should not be made unless and until the contractor has satisfactorily performed and a satisfactory invoice has been received. Typically, payment terms are net forty-five (45) days from receipt of a properly executed invoice. However, payments to certified small and minority business enterprises are net thirty (30) days. If the contractor is to be reimbursed for travel expenses, it must clearly be stated in box (11) that any such reimbursement will be made only in accordance with the CSUS Travel Policy.

If applicable, the statement “May be Subject to Athletes and Entertainers Tax Withholding” should be included in block 11. (*See*, Section III.M.6 above.)

- (12)-(22) To be completed, if necessary, by the Procurement Services Department.
- (23) *CONTRACT PERIOD (FROM/TO):* See instructions for box (7) above.
- (24)-(30) Leave blank.
- (31) Insert the Banner organization and account numbers to be charged.
- (32)-(33) Leave blank.
- (34) *STATUTORY AUTHORITY:* Enter C.G.S. 10a-151b.
- (35) *CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE), TITLE, DATE:* The contractor must sign the PSA, indicate the capacity in which he or she is signing, and date the PSA. The title should be entered as follows:
- |              |   |
|--------------|---|
| Individual:  | A contractor who is an individual may either leave the "Title" section blank or insert the word "contractor";                           |
| Partnership: | The signatory should be identified as either a general or limited partner;  |
| LLC/LLP:     | The signatory should be identified as either "Member" or "Manager";   |
| Corporation: | The signatory should be identified by the title of the office held at the corporation, such as president, vice president, or treasurer. |
- (36) *AGENCY (AUTHORIZED OFFICIAL), TITLE, DATE:* The agency's authorized signatory must sign the PSA and insert his or her title and date upon which he or she executed the PSA.
- (37) *OFFICE OF POLICY & MGMT. (OPM)/DEPT. OF ADMIN. SERV., TITLE, DATE:* Leave blank.
- (38) *ATTORNEY GENERAL (APPROVED AS TO FORM):* If required, an authorized representative of the Office of the Attorney General must review, approve and sign the PSA, and insert the date upon which the PSA was signed.

***NOTE:*** *Handwritten notations and/or revisions made to the PSA must be initialed by the authorized signatories of both the contractor and the agency.*

## **B. Amendment of the PSA**

A Personal Service Agreement may be amended for any of the following reasons:

- The scope of the project has changed in minor respects;
- Certain terms and conditions of the contract have changed;
- The dates of the contract period have changed;
- The amount and/or schedule of payments has changed;
- The contract end date requires extension;
- The contractor is now operating as or under another business entity.

Section (1) of the amended PSA must be marked as an AMENDMENT, the amendment number must be provided, and revisions must be set forth in the applicable blocks of the form. The following language should be inserted in block (10): "Except as explicitly amended herein, all other terms and conditions of the original PSA remain in full force and effect." The amendment must have attached to it a copies of the original PSA and all previous amendments.

If the original PSA required the review and approval of the Office of the Attorney General, the amendment must also be submitted for such review and approval.

***NOTE:*** *An amendment to a Personal Service Agreement cannot be processed if the original contract has expired.*

## **C. Cancellation of the PSA**

If a Personal Service Agreement is to be cancelled, a letter of cancellation, signed by an authorized signatory, must be sent to the contractor notifying the contractor of the date upon which the contract will be considered cancelled. A copy of the cancellation letter must be provided to the Vice President for Finance and Administration (or Fiscal Affairs).

## **VII. DIRECT PAY VOUCHERS AND SERVICES AND HONORARIUM REQUEST FORMS**

Agreements for the engagement of personal or professional services (such as speakers or performers) the total cost of which will not exceed \$3,000.00 (including expenses) over any twelve-month period may set forth on a Direct Pay Voucher or Service and Honorarium Request Form.

### **A. The Direct Pay Voucher**

The Direct Pay Voucher may be used when the following conditions are met:

- (i) The contract period is less than one year;
- (ii) The contract does not qualify as an employer/employee relationship as defined by State and federal law or does not involve teaching a credit bearing class (Adjunct Faculty Rules);
- (iii) The contract is not with a state employee; and
- (iv) The contract is not for temporary office assistance.

The following requirements apply to use of the Direct Pay Voucher:

- (i) All expenses for which reimbursement has been requested must be itemized on the Voucher, and any individual expense for which reimbursement of over \$25.00 for which reimbursement is sought must be supported by receipts;
- (ii) If payment is required on a specific day or immediately after an event, this information must be set forth at the top of the Voucher. (**Note:** Accounts Payable should be notified ten (10) business days prior to the date upon which the payment check is required. It is the responsibility of the requesting department to notify Accounts Payable if the scheduled event does not occur and to return the check).

The voucher form must be approved by the authorized budget authority and/or department head and forwarded to Accounts Payable for payment.

### **B. Services and Honorarium Request Forms**

The Services and Honorarium Request Form must be processed prior to the engagement. The department requesting payment must complete the form, which must include the following information:

- (i) Identity of the service provider (whether a firm or individual);

- (ii) Necessary university information (specific for each university);
- (iii) Terms and conditions (i.e., the services to be performed and the amount to be paid therefor);
- (iv) Acceptance and approvals (approval is required before services are performed); and
- (v) Signature of the service provider and an authorized university official (if the fee to be paid is greater than \$600.00).

(A sample Service and Honorarium Request Form is appended hereto as Exhibit J.) The completed form should be submitted to Finance and Administration or Accounts Payable, as applicable, not fewer than ten (10) business days prior to the date of the engagement.

## **VIII. PAYMENT OF AMOUNTS DUE FOR GOODS PROVIDED AND/OR SERVICES RENDERED**

Before a contractor may receive payment for goods provided or services rendered, the vendor's invoice and/or a copy of the agreement (whether a purchase order, personal service agreement, direct pay voucher, or services and honorarium request form), along with a voucher/disbursement or payment request form (depending upon agency procedure), must be submitted to the Accounts Payable Department. (A sample voucher/disbursement form is appended hereto as Exhibit K.) If applicable, a completed W-9 Tax ID Verification form must also be submitted to the Accounts Payable Department. The voucher/disbursement request form must be signed by an authorized signatory as attestation that the goods have been provided and/or the services rendered, and by an employee authorized to charge the payment against the applicable Banner account. If payment is made against a PSA, both the contractor's invoice and invoice and voucher/disbursement request form should contain the PSA number.

If a contractor provides services that are *no cost to CSUS* (CSUS pays no fees), travel expenses may be reimbursed to the contractor. Reimbursement may be made via PSA or Direct Pay Voucher with original receipts attached.

## **IX. REVIEW AND REVISION OF THIS MANUAL**

This manual will be reviewed and revised as necessary to conform to updated information or regulatory changes. Any suggested changes should be submitted through appropriate channels for consideration and possible recommendation. Recommended changes will be forwarded to CSUS Management for approval and implementation.



# Appendix I

## CSU System IT Purchasing Protocol

**Background:** Pursuant to Section 10a-89e of the Connecticut General Statutes, the Connecticut State University System has consolidated some purchasing for the System at the System Office, primarily purchasing of common software products. With the recent adoption by the Board of Trustees of the CSUS Strategic Plan for Information Technology, the Board has provided that additional purchasing opportunities be centralized. Specifically, Section VIII of the Plan establishes the following objectives:

1. To take advantage of economies of scale, purchase all software licenses and hardware through State contract, a higher-education purchasing consortium, a Systemwide negotiation or a Systemwide competitive process, as appropriate.
2. Establish and implement protocols for sharing information about desired purchases and actual purchase prices.
3. Establish and implement protocols for reporting all IT purchases.
4. Purchase all IT hardware, software, and consulting services, that are required by statute to be competitively bid (currently in excess of \$10,000), through centralized purchasing at the System Office, unless otherwise authorized by the Chancellor.

The implementation of these objectives will be approached in phases, with the goal of full implementation by FY 2005.

### **Phase I – Effective Immediately**

Objective 1: Continue to follow the existing purchasing process, if it complies with the policy set out in Objective 1 quoted above. If not, begin immediately to use any of the four methods indicated, with the exceptions noted below.

Objective 2: Each Vice President for Finance and Administration, or his/her designee, should send an e-mail to System Office IT, with copies to each university CIO, indicating desired IT purchases (including product name and product category), as soon as an IT purchase is proposed. (This distribution will enable System Office IT to determine if the hardware, software or service has already been purchased (e.g., with a Systemwide license, or at another university with possible contract extension to sister universities.)) For the second part of Objective 2, see below.

Objective 3: Prior to the second Monday of each month, university purchasing departments will report by e-mail all IT purchases as defined below to System Office IT and System Office Purchasing with copies to each university CIO, via a completed form (copy attached) reporting the following information for all IT purchases made at the university during the prior calendar month:

- purchaser,
- vendor,
- name of the product,
- category of the product (hardware, software, services),
- the one time cost of the product,
- the fund source used (operating or bond funds) to purchase the product, and
- the on-going annual cost of the product.

(This reporting is necessary at this time in order to prepare for centralized purchasing, and to assist in determining the number and complexity of the IT purchases made at the universities. Note that “IT purchases” do not encompass only those purchases made by the IT department at each university; rather, they refer to purchase of a specific set of commodities/services, which are enumerated below.)

Objective 4: Centralized purchasing of all IT purchases required to be competitively bid will not be implemented for all purchases at this time.

During this phase, the Chancellor will determine on a case-by-case basis whether to authorize the universities to self-administer any IT purchase (as defined below) greater than \$10,000, pursuant to the following processes. Note that the Chancellor may reject, in whole or in part, any proposed purchase greater than \$10,000.

Additional process for IT purchases between \$10,001 and \$50,000: The request to purchase the commodity/service must be e-mailed to System Office Purchasing at least seven (7) business days prior to the time it is intended that a request for quotation go to bidders. The request should include the following information:

- the potential vendors,
- name of the product,
- reason for purchase,
- category of product (hardware, software, services),
- name of person responsible for the purchase,
- the Systemwide or university strategic objective to which the purchase relates,
- a copy of the specifications to be sent to the bidders, and
- the fund source (operating or bond funds) to be used to purchase the product.

Based on this information, as well as any other follow-up information deemed necessary, the Chancellor will determine if the proposed purchase should proceed, and whether university purchasing or System Office Purchasing will manage the purchasing activity. It may be determined that the purchase in question should be expanded to be Systemwide in nature. If the purchase authority is given to the university, the university at the request of the System Office will include a System Office representative on the evaluation team.

Additional process for purchases over \$50,000: The request to purchase the commodity/service must be e-mailed to System Office Purchasing at least 10 business days prior to the time it is intended that an RFP be issued. The request should include the following information:

- the potential vendors,
- name of the product,
- reason for purchase,
- category of product (hardware, software, services),
- name of person responsible for the purchase,
- the fund source (operating or bond funds) to be used to purchase the product,
- the Systemwide or university strategic objective to which the purchase relates, and a copy of the draft RFP.

Based on this information, as well as any other follow-up information deemed necessary, the Chancellor will determine if the proposed purchase should proceed, and whether university purchasing or System Office Purchasing will manage the purchasing activity. It may be determined that the purchase in

question should be expanded to be Systemwide in nature. If the purchase authority is given to the university, the university will include a System Office representative on the evaluation team.

Luminis and Vista purchases will be managed by System Office Purchasing.

Commodities/services to be reported: The following is a listing of the commodities/services purchases that are subject to the above processes. Note that the purchase may or may not originate in the IT department.

713140	Electronic Media
721115	Consulting Services
721145	Professional Services – Other (IT Related)
721140	Non-professional Services – Other (IT Related)
751100	Hardware Purchases under \$1,000 (IT)
751105	Equipment Rentals (IT)
751110	Hardware Maintenance (IT)
752100	Software Licenses
752105	Software Maintenance
752110	Software Support
752115	Software Purchases
753100	Data Processing Services
753105	Data Processing Service Bureau
761100	Telecom Equipment Purchase under \$1,000
761105	Telecom Network Services
762100	Telecom Software
773140	Operating Leases (IT)
781105	Equipment Leases (IT)
784400	Information Systems Equipment
784401	Computer Equipment
784402	Software
784501	Education Equipment
784601	Telecom Data Equipment
784602	Telecom Video Equipment
784603	Telecom Voice Equipment
784604	Telecom Infrastructure
784605	Telecom Computer Equipment

Responsibilities: The university Vice President for Finance and Administration, or his/her designee, is responsible for generation of the monthly report of all purchases, and for requesting purchasing authority for items in excess of \$10,000.

Activation: This procedure will be effective immediately.

## **Phase II – Currently Effective**

Objective 1: Same as Phase I.

Objective 2: Same as Phase I.

Objective 3: Same as Phase I.

Objective 4: Same as Phase I with the following exception:

Process for purchases over \$50,000: The request to purchase the commodity/service must be e-mailed to System Office Purchasing at least ten (10) business days prior to the time it is intended that an RFP be issued. The request should include the following information:

- the potential vendors,
- name of the product,
- reason for purchase,
- category of product (hardware, software, services),
- name of person responsible for the purchase,
- the fund source (operating or bond funds) to be used to purchase the product,
- the Systemwide or university strategic objective to which the purchase relates, and a copy of the draft RFP.

Based on this information, as well as any other follow-up information deemed necessary, the Chancellor will determine if the proposed purchase should proceed. If so, Systemwide Purchasing will manage the purchasing activity.

Responsibilities: The university Vice President for Finance and Administration, or his/her designee, is responsible for generation of the monthly report of all purchases, for requesting purchasing authority for items in excess of \$10,000, and for requesting the purchase of items in excess of \$50,000.

Activation: This procedure will be effective upon notification by the Chancellor, when System Office Purchasing is capable of handling the load.

### **Phase III** – Effective at a time to be determined.

Objective 1: Same as Phase I.

Objective 2: Same as Phase I.

Objective 3: Same as Phase I.

Objective 4: Same as Phase II, with the following exception:

During this phase, any IT purchase (as defined above) greater than \$10,000 will be managed by System Office Purchasing. Note that the Chancellor may reject, in whole or in part, any proposed purchase greater than \$10,000.

Process for IT purchases between \$10,001 and \$50,000: The request to purchase the commodity/service must be e-mailed to System Office Purchasing at least 7 business days prior to the time it is intended that a request for quotation go to bidders. The request should include the following information:

- the potential vendors,
- name of the product,
- reason for purchase,
- category of product (hardware, software, services),
- name of person responsible for the purchase,

- the fund source (operating or bond funds) to be used to purchase the product,
- the Systemwide or university strategic objective to which the purchase relates, and
- a copy of the specifications to be sent to the bidders.

Based on this information, as well as any other follow-up information deemed necessary, the Chancellor will determine if the proposed purchase should proceed. If so, Systemwide Purchasing will manage the purchasing activity.

Responsibilities: The university Vice President for Finance and Administration, or his/her designee, is responsible for generation of the monthly report of all purchases, and for requesting the purchase of items in excess of \$10,000.

Activation: This procedure will be effective upon notification by the Chancellor, when System Office Purchasing is capable of handling the load.

## **Appendix II**

### **Connecticut Health and Educational Facilities Authority (CHEFA) Procedures**

#### **1. Procedures for the Funding of Agency Administered Capital Projects through CHEFA**

Each CSUS university must adhere to guidelines and procedures issued by DPW (refer to “Department of Public Works Agency Administered Project Procedures”). In addition to DPW guidelines the following procedures also apply to specific agency administrated projects funded through CHEFA.

- Project must be included on approved list of CHEFA funded capital projects.
- Campus must receive permission from DPW to agency administer the project.
  - The following documents must be forwarded to the CSUS Director of Capital Budgeting:
    - a. a letter requesting that permission be sought from the Commissioner of Public Works to agency administer the proposed project
    - b. a completed DPW Supplement to OPM B-100 Form describing the proposed project, signed and dated by the applicable University President or designee.
  - The CSUS Director of Capital Budgeting will submit a formal request to the Commissioner of Public Works.
  - The Commissioner of Public Works (or designee) will review the request and send response to University President.
  - Once permission is received for a project not requiring the contracting of a design consultant by the Department of Public Works, the university may initiate the bidding or vendor quotation process.

#### **2. Project Number Assignment**

All CHEFA funded projects will be assigned a project number with a prefix of “CF” (CHEFA Funded) rather than “BI” (Bond Issue) to differentiate between CHEFA funded and State bond fund projects.

#### **3. Design Process**

The following process must be followed for any agency-administered project requiring the contracting of a design consultant by the Department of Public Works:

- Before signing off on a design contract, DPW will provide to the CSUS Director of Capital Budgeting
  - a) A copy of the draft design contract which includes:
    - total contract design amount,
    - estimated construction cost, and

project scope

- b) A detailed project budget, including, but not limited to:  
A/E fee (by contract),  
estimated construction cost, and  
contingency
  - c) A “Funding Sign Off” form which requests that the CSUS Director of Capital Budgeting signify whether or not funds are available for design of this project
- The CSUS Director of Capital Budgeting and the CSUS Assistant Vice Chancellor for Planning and Technical Services will confer with the appropriate campus designee and will sign a “Funding Sign Off” form or issue a letter to DPW indicating that:
  - a) funds are sufficient,
  - b) the project scope is correct, and
  - c) the design contract may be awarded
- All requests for payment must be submitted to the CSUS Director of Capital Budgeting for payment through CHEFA.
- A copy of designs and specifications, including updated cost estimates, must be submitted to CSUS’s Assistant Vice Chancellor for Planning and Technical Services at the same time they are transmitted to the appropriate university.
- All requests for changes in project scope and amendments to A/E contracts will be submitted to the CSUS Assistant Vice Chancellor for Planning and Technical Services.
  - a) The CSUS Assistant Vice Chancellor for Planning and Technical Services will confer with the appropriate university designee to determine if amendment is warranted.
  - b) The CSUS Assistant Vice Chancellor for Planning and Technical Services will confer with the CSUS Director of Capital Budgeting to determine availability of funding.

#### **4. Submittal of Bid Results or Vendor Quotations**

- Following receipt of bids or vendor quotations, where applicable, a letter must be sent to the CSUS Director of Capital Budgeting which includes:
  - a) name of project,
  - b) date that bid or quotation was received,
  - c) copy of bid tab sheet or submitted quotation,
  - d) name of accepted low bidder and amount of accepted low bid or, where applicable, the name of vendor and quotation amount
    - If lowest bid is not accepted, include a brief explanation as to why the low bid was rejected
  - e) if applicable, include list of supplemental bid(s), and a description of base bid and supplemental bid(s)

- f) indicate whether or not the scope of work covered by this bid or vendor quotation will complete the project. If not, indicate how many additional “phases” of bids or vendor quotations are necessary to complete the project.
  - g) the university may also include a “Funding Sign Off” form which identifies the amount of funds needed to finance the bid or quotation and includes a signature line for the CSUS Director of Capital Budgeting to indicate the availability of funds.
- The CSUS Director of Capital Budgeting will review the letter and determine if funding is available to award a contract. If funds are available and paperwork is in order, the CSUS Director of Capital Budgeting will send a letter to the university indicating that funds are available and a contract may be awarded.
  - In instances where a “Funding Sign Off” form is submitted along with bidding or vendor quotation documentation, the CSUS Director of Capital Budgeting may, in lieu of issuing a letter to the university, sign and date the “Funding Sign Off” form and return a faxed copy to the university as indication that funds are available and a contract may be awarded.
- If the total project cost exceeds the estimated cost reflected on the letter issued by the Commissioner of Public Works (or designee) granting permission to the agency to administer the project, a revised DPW supplement to OPM B-100 Form reflecting the updated project budget must be forwarded to the CSUS Director of Capital Budgeting, who will submit a formal request to the Department of Public Works to agency administer the project at the increased project cost.
- No contract for construction may be awarded until a revised permission letter to agency administer the project is issued by the Commissioner of Public Works. (or designee).
- Once the contract is awarded, a copy of the PO should be sent to the CSUS Director of Capital Budgeting

## **5. Processing Payments**

All payments will be made through CHEFA.

- In order to process payments, the following must be sent to the CSUS Director of Capital Budgeting:
  - a) A letter requesting payment of invoice(s) which includes:
    - name of project and assigned project number
    - total contract amount
    - total amount paid to date
    - total amount to be paid at this time
    - invoice or requisition number
    - method of payment preferred and relevant payment instructions:
      - If by check
        - indicate to whom check should be made out
        - indicate address where check should be sent
      - If by wire transfer
        - indicate wire transfer instructions including bank name, account name, account number and routing number.



- b) Indicate whether or not this is a final payment for the project or if additional payments will be forthcoming
- c) Attach a copy of the invoice
  - o Include signature of the university representative indicating approval to pay invoice
  - o Invoice date and amount must be highlighted
  - o In lieu of an invoice, a copy of AIA documents G702 and G703 (Application and Certificate for Payment), if applicable, as well as copies of all change orders from contractor may be attached
- If all is in order, the CSUS Director of Capital Budgeting will send the invoice or alternate documentation to CHEFA requesting payment be made. A copy will be sent to the university.
- CHEFA usually will make payment within two (2) weeks of receipt of invoice if by check, or within five (5) days of receipt of invoice if by wire transfer.

## **6. Processing Change Order Requests**

All payments will be made through CHEFA; however, CHEFA has indicated it may not accept all change orders. The CSUS Assistant Vice Chancellor for Planning and Technical Services must approve all change orders.

Whenever the university receives a change order request (both those that are agency requested and those resulting from field conditions), they must send it to the CSUS Assistant Vice Chancellor for Planning and Technical Services along with the following:

- A letter providing justification for and scope of the requested change order. A “Change Order Funding Request” form may be submitted in lieu of a letter, provided it includes justification and scope of the requested change, the price of the change order, and a signature line for the CSUS Director of Capital Budgeting to indicate the availability of funds.
- An updated “issue log” which provides a list of all previously approved change order requests and pending field office files.

The CSUS Vice Chancellor for Planning and Technical Services will review the change order request to determine whether or not the requested change is necessary for completion of the project and consult with the CSUS Director of Capital Budgeting to ensure funding availability. The CSUS Director of Capital Budgeting will indicate to the university whether or not funds are available to cover the requested change order.

The payment of change orders shall follow the same procedures as delineated in section 5 (“Processing Payments”) of these procedures.

## **7. Close Out of Projects**

DPW will send to the Assistant Vice Chancellor for Planning and Technical Services

- a) A letter indicating the project is complete, and
- b) A diskette and copies of As-Built drawings

## Appendix III

### Department of Public Works Agency Administered Project Procedures

Before an agency may administer and/or award a contract for construction, renovations, repairs or alterations to any State facility, permission must be received from the Department of Public Works (DPW) in accordance with C.G.S. Sec. 4b-52.

State Agencies may be granted permission by DPW to administer projects based on the following construction costs:

- a) Constituent Units of Higher Education (except UConn) <= \$2,000,000
- b) Dept. of Environmental Protection >\$500,000 but <=\$1,000,000
- c) All Other State Agencies <= \$500,000

Permission of DPW is not needed to administer projects based on the following construction costs:

- a) Constituent Units of Higher Education (except UConn) <=\$100,000
- b) Judicial Department <= \$100,000.
- c) Dept. of Environmental Protection <= \$500,000
- d) Legislative Management Any
- e) University of Connecticut Any

**Note: It is understood that all applicable State statutes, rules, regulations and codes will be adhered to in administering all projects. CT State University System procurement rules govern any procurement activities not governed by DPW Guidelines and Procedures for Agency Administered Projects under CGS 4b-52 or consultants selected under C.G.S. 4b-55 through 4b-59.**

Before DPW/Special Projects Unit gives permission for an Agency to administer their own construction projects, per the above noted construction cost limits, one of the following two procedures is required:

- A DPW Supplement to OPM B-100 form must be filled out and submitted by the Agency's Representative for all projects that exceed \$50,000. In the case of CSUS, said original form must be signed by the University President or designee and submitted to the CSUS Director of Capitol Budgeting. The CSUS Director of Capitol Budgeting will review the request to determine the availability of funding and submit to DPW a formal request for the university to administer the project. The request will be submitted to the DPW's CSUS Team Supervising Project Manager or Administrator of Client Teams.
- Projects less than \$50,000 only require a letter, signed by the University's representative and submitted to the CSUS Director of Capitol Budgeting, who will submit to DPW a formal request for approval for an agency administered project (See Appendix B)
  - A copy of the B-100 form or the above noted project request letter shall be submitted to DPW's CSUS Supervising Project Manager.
  - The DPW/Supplement OPM B-100 form must, at minimum, have the following blocks filled out in order to be considered for review and approval:

Section A:

Block No. 1	Project No.
Block No. 2	Project Title
Block No. 3	Date Initiated
Blocks No. 8 & 9	Bond Act & Section and Other Funding Sources
Block No. 10b.	Agency Admin Project Budget Item

Section D:

Project Request/Approval  
(If design services are required by DPW - Yes/No)  
Agency Head's Signature and Date

- DPW will evaluate: a) The documentation; b) The project's complexity; and, c) The agency's abilities. If in agreement, DPW will sign the B-100 form or agency's Project Request letter and it will be returned to the CSUS Director of Capital Budgeting, granting permission to administer the project(s), with a copy to DPW's CSUS Team.
- When professional design services are requested, DPW's CSUS Team will provide the design selection via an appropriate process.
- DPW's CSUS team will authorize the design professional to initiate the design as soon as the requesting agency provides for the allotment of fees to DPW.
- Upon completion of the plans and specifications, the agency will obtain bids as outlined in the following "Bidding Procedures".

**1. Bidding Procedures**

- All bidders must receive the same information to assure that they are bidding on the same quantities and design documents.
- The date and time of bid opening must be clearly specified on the Invitation to Bid Form.
- Bids must be opened in a public setting, with at least one (1) witness present.
- A Bid Bond in the amount of 10% of the bid price must be submitted for projects in excess of \$50,000.
- All bids received after the specified date and time shall be returned to the vendor unopened.
- The Invitation to Bid Form must state that the contractor is required to hold his bid price for sixty (60) days. In the event that the contract award is delayed beyond the sixty (60)-day period, the agency must obtain written confirmation from the contractor extending his bid.
- Minority & Small Business Set-Aside Program - All State Agencies that request to administer construction projects must comply with the following:
  - a. Apart from the exceptions shown below, construction contracts valued up to \$500,000 shall be offered only to contractors that are registered with the Department of Administrative Services' Minority & Small Business Set-Aside Program.

- b. At least two (2) bids must be received before a contract can be awarded. If, after a good faith effort to reach a sufficient number of potential set-aside bidders, only one bid is received, the agency may: (1) re-bid the project, including non-set-aside contractors, or (2) request a waiver of the re-bid from DPW. A waiver may be granted based on a demonstration of a good effort to reach a sufficient number of potential set-aside bidders and/or extraordinary circumstances relating to the project.
- c. A minimum of 6.25 percent (6.25%) of each contract awarded to a Small Business Enterprise shall be reserved for Minority Business Enterprises (MBE). **NOTE: Minority Business Enterprises include Women-Owned Business Enterprises.**

Exceptions:

- a. If a project involves a specialty trade, for which no registered certified set-aside contractor qualifies for submission of a bid, then the agency's contract compliance officer may approve the award of a contract to a non-set-aside contractor;
  - b. If a project involves a specialty trade, for which no certified set-aside contractor qualifies for subcontractor status, then the agency's contract compliance officer may approve the award of the contract without the 6.25% MBE requirement;
  - c. If the contractor performs more than ninety-three and three quarter's percent (93.75%) of the work then the agency's contract compliance officer may waive the 6.25% MBE requirement;
  - d. Other extraordinary conditions authorized by the agency's contract compliance officer or other authorized official, with justification provided to DPW will be considered on a case-by-case basis;
  - e. If a construction project is awarded to a DAS/On-Call service contractor,
- Formal Advertisement of Bid Notices in local newspapers – C.G.S. 4b-91 requires that any project estimated to cost more than \$500,000, must be advertised in one or more newspapers with statewide circulation. Projects less than \$500,000 do not require formal advertisement and each agency's commissioner has the authority to set the dollar limit for their formal bid ad requirements. The goal is to obtain a minimum of three (3) competitive bids.
    - Standard Bid Documents - The following documents must be included in bid packages sent to all potential bidders, for projects less than \$500,000:
      - a. Bid Form: Invitation to Bid Proposal Form  
(for projects less than \$100,000, the STO-93 Standard Quote Form may be utilized)
      - b. Instructions to Bidders and Conditions of Bid  
(**NOTE: MBE requirements should be part of Instructions to Bidders**)
      - c. Standard General Conditions
      - d. Certificate of Insurance Form

- e. Standard Bid Bond (For projects in excess of \$50,000)
  - f. Specifications/Contract Drawings
  - g. Prevailing Wage Certifications Form (For projects in excess of \$100,000)
  - h. Prevailing Wage Scale (For projects in excess of \$100,000)
  - i. Contractor's Minority Business Enterprises Utilization Form  
(For projects in excess of \$500,000)
- Prevailing Wage Rates - Section 32-53 of the C.G.S. requires contractors to pay prevailing wages as published by the State Labor Commissioner for projects with the following construction costs:
    - a. New Construction - greater than \$400,000
    - b. Renovation projects - greater than \$100,000

Projects costing less than the above amounts are not subject to the provisions of this statute. It is the responsibility of the agency administering the project to obtain prevailing wage rates from the State Department of Labor. Agencies can request wage rates through the Labor Department's web site (<http://www.ctdol.state.ctus/wgwkstnd/prevwgfm.htm>).

- Certificate of Insurance/Bonds

Contractors for all projects involving labor and material must submit to the administering agency a certificate of insurance form covering Public Liability and Workers' Compensation, as well as surety bonds covering performance, labor and materials prior to the commencement of work. Surety bonds for labor and materials are not required for projects costing less than \$50,000.

The administering agency is responsible for keeping a record of the bonds and for contacting the surety company to release the bonds upon 100% completion of the project.

## 2. Construction Phase

- Approvals/Certificates

Section 29-252a of the C.G.S. requires all State agencies to comply with the State Building Code. DPW can perform code reviews on drawings if an agency does not have adequate staff to perform them.

Agencies are responsible for obtaining all applicable permits and approvals from the State Building Inspector, Fire Marshal (where required), Department of Health Services and Department of Environmental Protection.

- Contractors Invoices

Agencies are responsible for the review and approval of contractors' monthly invoices.

- Change Orders

In cases where additional work must be initiated, the agency must forward the following to the DPW/Special Projects Unit (only if the Change Order exceeds \$10,000):

- a. One (1) copy of the Change Order Request
- b. One (1) copy of the contractor's proposal

All funding requests for change orders will be dealt with on a case-by-case basis and will require the above information. Funds for the individual change order will be transferred in accordance with Transfer Invoice Procedures.

- **Project Completion**

Upon completion of projects in excess of \$50,000, the administering agency shall submit to DPW/Special Projects Unit a "Certificate of Compliance" form, signed by the agency's authorized representative, with a copy to the State Building Inspector's office (see attached sample). The agency should contact the contractor's surety company to authorize the release of the performance, labor and material bonds.

The Department of Public Works reserves the right to inspect the project and to audit all project records relating to design, bidding, construction or payments.

### **3. Emergency Projects**

Section 4b-52(c) of the Connecticut General Statutes authorizes the Commissioner of the Department of Public Works to declare that an emergency exists to restore or repair a State facility when the public safety or the proper conduct of essential State government operations are adversely affected by fire or other disaster and the estimated cost of repairs is less than \$500,000. If the estimated cost of repairs is greater than \$500,000 the written consent of the Governor must be obtained to declare that an emergency condition exists.

**NOTE** *The Agency's Authorized Representative is authorized by DPW to perform emergency building repairs (e.g., repair a steam line, roof leak) up to \$7,500 without DPW's approval. The DPW/Special Projects Unit requires a quarterly report on all emergency repairs performed by an agency that were under the \$7,500 limit, with a copy of the report to be given to DPW Client Team's Supervising Project Manager). In the event of an emergency in excess of the \$7,500 limit, the agency must contact the DPW/Special Projects Unit immediately.*

### **4. Transfer Invoice Procedures**

As bids are received for each of the listed projects, the agency shall submit the bids and all supporting documents to the DPW/Special Projects Unit for review.

Projects in excess of \$50,000 must be submitted on an individual basis.

Projects less than \$50,000 should be submitted in groups.

No work can begin until the PO is issued through the Office of the State Comptroller and all bonds and certificates of insurance are in place. For general obligation bond funded capital projects, upon Bond Commission approval, DPW Project Accounting will request allotment of funds. Upon

approval and posting of bond funds, the DPW/Special Projects Unit will give the agency permission to award and administer the project or group of projects.

The client agency shall accept DPW's Transfer Invoice and process such invoice through the appropriate client agency account established to accept funds transferred for agency administered projects.

DPW's Transfer Invoices shall be in the amount of the construction bid only. Funds for change orders will be provided on a case-by case basis from an agency's "as needed" bond funds.

The agency is responsible for the processing of all payments on the project through the agency's business and payment processing procedures.

All agencies requesting Transfer Invoices for project funds from DPW are required to submit to DPW a bid tab form showing the names of all contractors invited to bid and all responses received from those contractors. The agency's contract compliance officer shall include any waiver authorizations to the bid tab memo.

## **5. Compliance with P.A. 01-7**

- Completion/Status Reports

Sec. 18 of Public Act 01-7 requires that the Chief Administrative Officer of each agency that manages agency-administered construction projects in excess of \$10,000 must file a report with the Secretary of the State Bond Commission no later than ninety (90) days following completion of the project. Completion is defined as the receipt of a Certificate of Occupancy or upon final payment to the contractor. This report must include the final cost of the project, the amount and reason for any funds to be held in retainage and the amount of unexpended bond funds, if any.

All agencies receiving transfer invoices and permission to administer bond fund projects from DPW must provide the following to the DPW/Special Projects Unit by the end of each quarter of the fiscal year:

- a. A Transfer Invoice listing all balances of any unexpended bond funds that remain from completed projects.

The transfer invoice must reference the Project Number, Title, and the DPW-PR-1 # from the description field on the original Transfer Invoice.

- b. A status report on each project for which funds were transferred. This report must include the percentage of project completion, an estimated date by which the project will be completed, and the final cost and final payment date of any projects completed during the quarter.

To facilitate reporting, DPW will provide an electronic spreadsheet listing all open projects for which funds were transferred and for which permission to administer was granted.

DPW will report all unexpended bond fund balances to the Secretary of the State Bond Commission for possible reuse or referral to the General Assembly as determined by the Secretary.



- Annual Reports

Each Chief Administrative Officer must file electronically an annual report summarizing the projects completed and the status of the bond funds allotted for each project. This report must be filed with the Co-chairs of the Finance, Revenue and Bonding Committee on or before January 1<sup>st</sup> of each year.

A copy of this report must be provided to the Secretary of the State Bond Commission and the Commissioner of the Department of Public Works.

**6. DAS On-Call Trade Contractor Services  
Contract Award No. 07PSX0357 (Expires March 31, 2013)**

When utilizing DAS/On-Call Trade Contractor Services, the Department of Public Works shall require the following:

- a. For projects in excess of \$10,000, agencies must submit the same request letter to DPW, as for projects less than \$50,000.
- b. Projects that are awarded and less than \$10,000 shall be documented on a spreadsheet and submitted to DPW with the agency's construction status report by January 30<sup>th</sup> and June 30<sup>th</sup> of each year.
- c. If a project involves the use of multiple contractors, the total value of the POs cannot exceed \$95,000.
- d. Attached list for DAS/On-Call Trade Contractors includes 20 separate trades contract services (Exhibit AA).
- e. If a Trade Service is not included in said contract, upon request to DAS, a supplement to the existing contract may be added to include a new Trade Service.
- f. If an agency is administering multiple renovation projects within the same building or buildings (campus-type facility), and the required renovations are within the same time frame, an agency shall not issue construction POs to DAS/On-Call trade contractors that exceed a total amount of \$95,000. If initial construction estimates are in excess of \$95,000, the projects(s) shall be bid out through the informal bid process.

*(NOTE: DPW can assist agencies in developing plans and specifications. DPW will require a fee for said services.)*

- g. POs that are awarded to DAS/On-Call trade contractors shall be on a "Not to Exceed" dollar amount vs. a lump sum price. Hourly rates and material mark-ups shall be paid in accordance with the DAS/On-Call Trade Services contract.
- h. Per said DAS contract, the use of sub-contractors is prohibited unless authorized in writing by the DAS/Procurement Services Unit.

Agencies shall use discretion to ensure that no single vendor(s) is/are continually awarded Purchase Orders from either the DAS/On-Call Trade Services Contract or through the Informal Bidding

process. All efforts shall be made by an agency's facility managers to identify and notify qualified contractors and sub-contractors for performing agency-administered projects.

## **7. Prequalification of Contractors**

The DAS Contractor Prequalification Program (C.G.S. 4a-100) requires all contractors to prequalify before they may bid on any construction, alteration, remodeling, repair or demolition of any public building, for work by the State or a municipality, estimated to cost more than \$500,000 and which is funded in whole or in part with State funds.

Exhibit A

# Connecticut State University System

## RESOLUTION #96-28

concerning

### CSU PROCEDURES FOR PURCHASING, PERSONAL SERVICE AGREEMENTS & HONORARIA, AND TRAVEL

May 3, 1996

WHEREAS, Board resolution 92-101 and 92-102 approved the administrative procedures regarding purchasing, travel requests and expenses, personal service agreements and honoraria, and equipment inventory and disposition of surplus property as authorized under Public Act No. 91-256, and

WHEREAS, Board policy allows that these procedures may be amended from time to time with the approval of the Board of Trustees, and

WHEREAS, These procedures are being updated by the CSU Business Services Committee to reflect current business practices and were distributed to interested parties, both internally and externally, for review and comments, therefore be it

RESOLVED, That Board Resolutions 92-18, 92-19, 92-101, and 92-102 are rescinded, and be it further

RESOLVED, That the attached amendments to the procedures regarding purchasing, personal service agreements and honoraria, travel, and equipment inventory and disposition of surplus property are adopted, and be it further

RESOLVED, That henceforth the President of the Connecticut State University System is authorized to approve such amendments to such policies as may be necessary from time to time.

A Certified True Copy:

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Lawrence D. McHugh

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Chairman

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Addendum to BR#96-28 July 20, 1999

CONNECTICUT STATE UNIVERSITY SYSTEM  
PURCHASING PROCEDURES

The purpose of this document is to provide procedures to implement the provisions of C.G.S. 10a-151b regarding the purchase of all commodities, equipment, public safety and emergency vehicles and equipment, contractual services, printing, publishing, microfilming and lease of personal property.

1. Authority

- a) The Chief Executive Officer of the Connecticut State University system, the President of each state university, or their respective designees shall have the authority to purchase goods and services or lease personal property in accordance with policies adopted by the Board of Trustees for the Connecticut State University system.
- b) Where the Department of Administrative Services has executed a State contract for the purchase of such goods and services, purchases may be made from contract vendors in accordance with terms and conditions of the contracts, provided that the use of a state contract is in the best interest of the university.

2. Bidding

- a) Competitive bidding **or competitive negotiation** is not required for individual purchases of **ten** thousand dollars (\$10,000) or less, or such other amount as set by statute. No purchase will be divided or sub-divided for the purpose of bringing such purchase within the limit prescribed. Each university's Director of Purchasing may solicit competitive bids if they believe it to be in the best interest of the university.
- b) Purchases exceeding ten thousand dollars (\$10,000) but less than or equal to **fifty** thousand dollars (\$50,000) shall be made in the open market, but shall be based on at least three competitive bids **or proposals** whenever possible, except for non-competitive (sole source) commodities or in the case of a bona fide emergency. Such competitive bids **or proposals** shall be solicited by sending notice to prospective suppliers and by posting notice on a public bulletin board. **Notice may be sent via telephone, facsimile, or other appropriate means.** Such notice shall contain a notice of state contract requirements pursuant to C.G.S. 4a-60. Each bid **or proposal** shall be kept sealed until opened publicly at the time stated in the notice soliciting the bid **or proposal**.
- c) Competitive bids on all purchases exceeding **fifty** thousand dollars (\$50,000) shall be solicited by public notice inserted at least once in **two or more publications, at least one of which shall be a major daily newspaper** published in the state, **and shall be posted on the Internet, at least five** calendar days prior to the closing date for bid **or proposal** submissions. A minimum of three (3) competitive bids **or proposals** are required whenever possible. Each bid **or proposal** shall be kept sealed until opened publicly at the time stated in the notice soliciting such bid **or proposal**.

- d) Competitive bidding is not required in the case of emergency purchases. However, such purchases should be based on at least three competitive quotations whenever possible (see paragraph 3).
- e) Competitive bidding or quotations are not required when participating in an available state contract award which has already undergone competitive bidding by Department of Administrative Services, Office of Information and Technology, or another state agency.
- f) If the nature of the purchase precludes solicitation of competitive prices, the notation "non-competitive" shall be made on the agency's copy of the purchase order. If the reason for the non-competitive nature of the purchase is not self-evident, an explanation shall also be attached.

Examples may include purchases from another state agency or the Federal government, purchases from a publisher or exclusive distributor, advertising, dues, subscriptions, fees, and licenses.

- g) If the using department determines that the purchase should be made on a "sole source" (only one vendor can supply the required product or service), or "sole product" (only one brand or model can supply required needs), basis, the reasons must be based on clearly identified criteria documented in the purchasing file.
- h) All invitations to bid **or negotiate** shall also be posted in a conspicuous location in each university purchasing department.

### 3. Emergency Purchases

- a) Should an emergency exist "...by reason of extraordinary conditions or contingencies that could not reasonably be foreseen and guarded against, or because of unusual trade or market conditions,..."(C.G.S. 10a-151b(c)) the university may, if it is in the best interest of the university, make purchases without competitive bidding **or competitive negotiation**. Emergency purchases may preclude the use of existing contracts if the contract vendor cannot meet the emergency delivery requirements.
- b) The determination of whether an emergency exists is made by each university's chief purchasing official on a case by case basis. The signature of the chief purchasing official on the purchase requisition followed by the word "emergency" will constitute approval of an emergency purchase.
- c) A written statement documenting the nature of all emergency purchases shall be attached to the agency's file copy of the purchase order at the time the order is placed.
- d) A statement of all emergency purchases of a dollar value exceeding **ten** thousand dollars (\$10,000) are subject to the reporting procedures outlined in paragraph 10 below.

### 4. Data Processing

- a) All data processing purchases such as hardware, software, maintenance and contractual services must conform to a Board of Trustees' approved five (5) year plan for the campus making the acquisition, and where relevant, shall be compatible with standards for computer architecture established by the Office of Information & Technology (OIT).

- b) Existing Board of Trustees' policies and resolutions concerning data processing purchases must be followed.

5. Disqualified Vendors

- a) Pursuant to C.G.S. Section 4a-63, the university shall not issue purchase orders to, or enter into personal services agreements with any person, firm or corporation disqualified from doing business with the State by the Commissioner of Administrative Services provided each university is notified of said disqualifications in writing.
- b) The chief executive officer of a state university may disqualify any person, firm or corporation, for up to two years, from bidding **or negotiating** on contracts with the constituent unit or institutions under its jurisdiction, pursuant to section 10a-151b, for supplies, materials, equipment and contractual services as specified in C.G.S. 4a-52a and 4a-63.

6. System-wide Contracts

The Connecticut State University System may establish system-wide contracts for frequently ordered goods and services. All purchases using university contracts shall be in accordance with the terms and conditions set forth therein. Coordination with other units of Higher Education for bulk price savings shall be encouraged.

7. Garnishments

*Section 3-25b of the Connecticut General Statutes exempts institutions of higher education from the statutory requirements of C.G.S. 12-39g regarding garnishments except for vendor payments for funds generated from the general revenues of the state. It is understood that garnishments from external agencies such as the Internal Revenue Service, federal court order and state agencies may levy, lien or garnish funds paid by Connecticut State University.*

8. Restricted Funds

No purchase orders shall be issued by the university if doing so would violate restrictions placed on funds by the funding source.

9. Nondiscrimination

All purchases made by the university under its own authority shall be in full compliance with current statutes regarding nondiscrimination. Standard terms and conditions related thereto, as set forth by the Department of Administrative Services/Bureau of Purchases and approved by the Attorney General, shall be incorporated into each request for quotation and purchase order issued by the university. Contract Compliance Regulations (C.G.S. section 4a-60) and Set-Aside Program Regulations (C.G.S. section 32-9e) will be followed by each university.

10. Reporting

The annual report of the president shall include a statement of all emergency purchases made under the provisions of paragraph 3.

11. Interpretation

Disputes regarding the interpretation of the relevant statutes or their applicability to any purchase may be resolved by the Attorney General if the individual university Vice President for Finance and Administration determines that he/she cannot render a decision.

12. Leasing Land or Buildings

"The Board of Trustees...may lease land or buildings, or both, and facilities under the control and supervision of such board when such land, buildings or facilities are otherwise not used or needed for use...and such action seems desirable to produce income or is otherwise in the public interest, provided the Treasurer has determined that such action will not affect the status of any tax-exempt obligations issued or to be issued by the state of Connecticut...The proceeds from any lease or rental agreement pursuant to this subsection shall be retained by the constituent unit. Any land so leased for private use and the buildings and appurtenances thereon shall be subject to local assessment and taxation annually in the name of the lessee, assignee or sublessee, whichever has immediate right to occupancy of such land or building, by the town wherein situated as of the assessment day of such town next following the date of leasing. Such land...shall not be included as property of the constituent unit for the purpose of computing a grant in lieu of taxes pursuant to section 12-19a..." (C.G.S. 4b-38(g)).

**RESOLUTION**

**07-14**

**concerning  
Authorization to Sign Documents  
for the  
Connecticut State University System**

**March 16, 2007**

WHEREAS, The Board of Trustees under its statutory authority CGS 10a-89 "shall: (1) Make rules for the government of the Connecticut State University system and shall determine the general policies of the university system,...", and

WHEREAS, The Board of Trustees through Board Resolution 03-12 identified those positions authorized to sign official documents for the Connecticut State University System and the type documents to which this authorization applied, and

WHEREAS, A new authorization is required because of the recent restructuring of the System Office and resultant title changes to several positions, now therefore be it

RESOLVED, That Board Resolution 03-12, dated April 3, 2003, is hereby rescinded, and be it further

RESOLVED, That persons elected to or employed in the following positions by the Board of Trustees shall be authorized to sign all official documents within their jurisdiction executed under the policies of the Board:

**For the Board of Trustees for the Connecticut State University System**

Chairperson of the Board

Vice Chairperson of the Board

Secretary of the Board

Chancellor of the Connecticut State University System and Executive

Secretary to the Board

Senior Vice Chancellor for Academic and Student Affairs

Chief of Staff

Vice Chancellor for Finance and Administration



Chief Information Officer  
Associate Vice Chancellor for Human Resources and Labor Relations

**For the Universities**

President  
Executive Vice President  
Provost and Academic Vice President  
Senior Vice President  
Vice President for Academic Affairs  
Vice President for Finance and Administration  
Vice President for Institutional Advancement  
Vice President for Student Affairs  
Vice President for Student and University Affairs  
Chief Administrative Officer  
Chief Financial Officer  
Chief Human Resources Officer

and be it further

RESOLVED, That the Chancellor of the Connecticut State University System and University Presidents may designate in writing those other persons who shall act as their agents in signing contracts of up to \$25,000 and other documents in such areas as personnel, payrolls, purchasing, financial matters, university planning, and maintenance, and shall indicate the appropriate level of signing authority for each person so designated.

A Certified True Copy:

Lawrence D. McHugh, Chairman

**Exhibit C**

**JUSTIFICATION FOR SOLE SOURCE PURCHASE**

REQUISITION NUMBER \_\_\_\_\_ DATE \_\_\_\_\_

DEPARTMENT \_\_\_\_\_ LOCATION/BLDG \_\_\_\_\_

SUGGESTED VENDOR \_\_\_\_\_

ITEM DESCRIPTION AND REASON FOR SOLE SOURCE  
(MAY ALSO BE ATTACHED AS A MEMO)

TECHNICAL CHARACTERISTICS

REASON FOR REQUESTING SOLE SOURCE

( ) ITEM MUST MATCH EXISTING EQUIPMENT, WHICH IS;

( ) ITEM IS A REPAIR PART FOR EXISTING EQUIPMENT, WHICH IS;

( ) ITEM IS TO BE ATTACHED TO EXISTING ITEM, WHICH IS;

( ) TECHNICAL CHARACTERISTICS OF REQUESTED ITEM ARE ESSENTIAL TO OUR NEEDS BECAUSE;

( ) OTHER MANUFACTURERS OF THIS TYPE OF PRODUCT DO NOT MEET OUR MINIMUM REQUIREMENTS:

MANUFACTURER'S NAME \_\_\_\_\_

REASON \_\_\_\_\_

MANUFACTURER'S NAME \_\_\_\_\_

REASON \_\_\_\_\_

MANUFACTURER'S NAME \_\_\_\_\_

REASON \_\_\_\_\_

MANUFACTURER'S NAME \_\_\_\_\_

REASON \_\_\_\_\_

( ) OTHER \_\_\_\_\_

# Exhibit D

Sample Score Sheet

	Points Scale	Weighting Factor	Vendor 1			Vendor 2			Vendor 3			Vendor 4			Vendor 5		
			Points Earned	Net Score	Justification/ Comments	Points Earned	Net Score	Justification/ Comments	Points Earned	Net Score	Justification/ Comments	Points earned	Net Score	Justification/ Comments	Points earned	Net Score	Justification/ Comments
<b>Understanding of CSUS's needs</b>																	
Vendor understands requirements of RFP and all basic insurance provisions contained within the scope of services	0 to 4	3		0	Left out several points and didn't show an understanding of the need to give students a choice.		0	Left out several points and didn't show an understanding of the need to give students a choice.		0	Left out several points and didn't show an understanding of the need to give students a choice.		0	Left out several points and didn't show an understanding of the need to give students a choice.		0	Left out several points and didn't show an understanding of the need to give students a choice.
<b>Completeness of response</b>																	
Vendor has provided all relevant material necessary to adequately review proposal, including but not limited to fee structure, standard contract requirements, regional coverage summary, etc	0 to 4	3		0	Left out several key areas, including travel abroad proposal.		0	Left out several key areas, including travel abroad proposal.		0	Left out several key areas, including travel abroad proposal.		0	Left out several key areas, including travel abroad proposal.		0	Left out several key areas, including travel abroad proposal.
<b>Response to all options</b>																	
Vendor has provided a response to all options requested, allowing for a comprehensive award to be made beyond the base requirements	0 to 4	2		0	Did not respond on option #2.		0	Did not respond on option #2.		0	Did not respond on option #2.		0	Did not respond on option #2.		0	Did not respond on option #2.
<b>Timeliness of claims payments</b>																	
Information provided on claims payments meets CSUS requirements for timeliness	0 to 4	3		0	Appears to meet CSUS requirements.		0	Appears to meet CSUS requirements.		0	Appears to meet CSUS requirements.		0	Appears to meet CSUS requirements.		0	Appears to meet CSUS requirements.
<b>Acceptance of service standards</b>																	
Vendor has reviewed and accepted service standards requirements for students	0 to 4	3		0	Accepted service standards on a provisional basis rather than unconditionally.		0	Accepted service standards on a provisional basis rather than unconditionally.		0	Accepted service standards on a provisional basis rather than unconditionally.		0	Accepted service standards on a provisional basis rather than unconditionally.		0	Accepted service standards on a provisional basis rather than unconditionally.
Ability to accommodate policy changes, web site requirements, brochures, Insurance Dept. etc., including meeting timeline requirements	0 to 4	3		0	Appears to be some inflexibility on vendor's part.		0	Appears to be some inflexibility on vendor's part.		0	Appears to be some inflexibility on vendor's part.		0	Appears to be some inflexibility on vendor's part.		0	Appears to be some inflexibility on vendor's part.
<b>Date collection capabilities</b>																	
Vendor is capable of meeting all data collection requirements	0 to 4	2		0	Based on submission, appears capable of meeting requirements		0	Based on submission, appears capable of meeting requirements		0	Based on submission, appears capable of meeting requirements		0	Based on submission, appears capable of meeting requirements.		0	Based on submission, appears capable of meeting requirements
<b>Cost</b>																	
Pricing Level	0 to 4	3		0	Lowest-cost vendor		0	Lowest-cost vendor		0	Lowest-cost vendor		0	Lowest-cost vendor.		0	Lowest-cost vendor
<b>CRFO Requirements</b>																	
If not met, disqualified				0	Requirements met.		0	Requirements met		0	Requirements met		0	Requirements met		0	Requirements met.
For Short List Firms: Vendor presentation, reference calls, above criteria (after clarifications of above criteria and via presentation/other materials), and analysis of financial condition.																	
<b>Presentation</b>																	
Vendor is able to clearly show benefits of their proposal (comments are welcome)	0 to 4	5			Very casual and cursory presentation - poor showing.			Very casual and cursory presentation - poor showing			Very casual and cursory presentation - poor showing			Very casual and cursory presentation - poor showing			Very casual and cursory presentation - poor showing
<b>Reference checks</b>																	
References from vendors are relevant to CSUS's size and scope, and are positive.	0 to 4	2			References appear relevant.			References appear relevant.			References appear relevant.			References appear relevant.			References appear relevant.

All categories to be rated on a scale of 0 to 4  
 0 - not provided as requested or does not meet requirements  
 1 - barely meets minimum requirements  
 2 - meets requirements  
 3 - exceeds requirements  
 4 - excellent match of requirements

## CONFIDENTIAL INFORMATION ADDENDUM

This Addendum is hereby incorporated into the existing Personal Service Agreement (hereinafter the "Agreement"), entered into by and between \_\_\_\_\_ (hereinafter "Contractor") and the Connecticut State University System (hereinafter "CSU") on or about \_\_\_\_\_, 200\_\_.

CSU and Contractor mutually agree to modify the Agreement to incorporate the terms of this Addendum in order to comply with the requirements of the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801, et seq., and the rules and regulations promulgated thereunder ("GLBAA"), dealing with the confidentiality of customer data and information.

1. Definition of Covered Data and Information: "Covered data and information" means all customer data and information required to be protected under GLBAA, whether in paper, electronic or other form. "Covered data and information" also refers to financial information that CSU has obtained from a customer in the process of offering a financial product or service, or such information provided to CSU by another financial institution. "Offering a financial product or service" to a customer includes offering student loans, receiving income tax information from a current or prospective student or that student's parent(s) or legal guardian(s) as part of a financial aid application, offering credit or interest bearing loans, and other miscellaneous financial services as defined in 12 C.F.R. §225.28. Examples of "covered data and information" relating to such products or services are names, addresses, phone numbers, bank and credit card account numbers, income and credit histories and social security numbers. "Covered data and information" shall also include any credit card information received in the course of business by CSU, whether or not such credit card information is covered by GLBAA.

2. Acknowledgment of Access to Covered Data and Information: Contractor acknowledges that the Agreement allows Contractor access to covered data and information. Specifically, access to the following categories of covered data and information is anticipated under the Agreement:

Data and information collected and/or maintained in connection with student loan accounts and related financial and personal information.

3. Prohibition on Unauthorized Use or Disclosure of Covered Data and Information: Contractor agrees to hold the covered data and information in strict confidence. Contractor shall not use or disclose, or permit the use or disclosure of, covered data and information received from or on behalf of CSU except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by CSU.

4. Safeguard Standard: Contractor expressly warrants and represents to CSU that it has implemented and currently maintains safeguards for the protection of covered data and information that comply with the safeguarding requirements of GLBA.

5. Return or Destruction of Covered Data and Information: Upon termination, cancellation, expiration or other conclusion of the Agreement, Contractor shall:

a. Return to CSU or, if return is not feasible, destroy all covered data and information in whatever form or medium that data or information was received from, or created on behalf of, CSU by Contractor. This provision shall also apply to all covered data and information that is in the possession of subcontractors or agents of Contractor. In such case, Contractor shall retain no copies of such information, including any compilations derived from and allowing identification of covered data and information. Contractor shall complete such return or destruction as promptly as possible, but not less than thirty (30) days after the effective date of the conclusion of this Agreement. Within such thirty (30) day period, Contractor shall certify in writing to CSU that such return or destruction has been completed.

b. If Contractor believes that the return or destruction of covered data and information is not feasible, Contractor shall provide written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction is not feasible, Contractor shall extend the protections of this Agreement to covered data and information received from or created on behalf of CSU, and limit further uses and disclosures of such covered data and information, for so long as Contractor maintains the covered data and information.

6. Rights to Reports, Access and Inspection: Contractor shall, upon request from CSU, provide to CSU, within two (2) business days of receiving such request, access to and the right to inspect: (i) any assessment of internal and external risks to the security of covered data and information maintained by Contractor; (ii) Contractor's information security plan or program; (iii) any record(s) of unauthorized use or disclosure of covered data and information maintained by Contractor and of the steps taken by Contractor in response to such unauthorized use or disclosure, provided, however, that Contractor shall not be obligated to afford CSU access to any records, data or information the disclosure of which would violate the provisions of GLBA or any other applicable law or regulation.

7. Termination: Notwithstanding, and in addition to, any termination rights of the parties set forth in the Agreement, if CSU reasonably determines in good faith that Contractor has materially breached any of its obligations under this Addendum, CSU, in its sole discretion, shall have the right to:

- (i) exercise any of its rights to reports, access and inspection under this Addendum; and/or
- (ii) require Contractor to submit to a plan of monitoring and reporting, as CSU may determine necessary to maintain compliance with the terms of this Addendum; and/or
- (iii) provide Contractor with a fifteen (15) day period to cure the breach; and/or
- (iv) terminate this Agreement immediately if Contractor has breached a material term of this Addendum and cure is not possible.

Before exercising any of these options, CSU shall provide written notice to Contractor describing the violation and the action that CSU intends to take.

8. Subcontractors and Agents: If Contractor intends to provide any covered data and information which was received from, or created for, CSU to a subcontractor or agent, prior to the provision of such data and information to such subcontractor or agent, Contractor shall: (i) notify CSU of its intent to provide covered data and information to such subcontractor or agent; (ii) require such subcontractor or agent to agree, in writing, to comply with the same restrictions and conditions as are imposed upon Contractor by this Addendum; and (iii) provide to CSU a copy of the written agreement described in subsection (ii) hereof.

9. Maintenance of the Security of Electronic Information: Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted covered data and information received from, or on behalf of, CSU.

10. Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information: Contractor shall report to CSU any use or disclosure of covered data and information not authorized by this Addendum or in writing by CSU. Contractor shall make the report to CSU as expeditiously as possible, but not later than twelve (12) hours after Contractor learns of such use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the covered data and information used or disclosed; (iii) the identity of the person or entity who or which made the unauthorized use or received the unauthorized disclosure; (iv) the actions which Contractor has taken or will take to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) the corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by CSU.

11. Indemnity: Contractor shall defend and hold CSU harmless from all claims, liabilities, damages, or judgments involving a third party, including CSU's costs and attorneys' fees, which arise as a result of Contractor's failure to meet any of its obligations under this Addendum or GLBA. Contractor shall also reimburse CSU for any and all costs incurred by CSU in connection with the notification of customers of loss, damage, or unauthorized access to covered data and information resulting from Contractor's failure to meet any of its obligations under this Addendum or GLBA.

12. Survival: The respective rights and obligations of Contractor under Sections 5 and 9 of this Addendum shall survive the termination of this Agreement.

13. Conflict: If any conflict exists between the terms of the original Agreement and this Addendum, the terms of this Addendum shall govern.

# Summary of Connecticut's Prevailing Wage Law

You are here: [DOL Web Site](#) > [Wage and Workplace Issues](#) > Summary of Connecticut's Prevailing Wage Law

Connecticut's prevailing wage law is codified in Connecticut General Statutes Section Section 31-53 and 31-53a. The law applies to each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project by the State or its agents, or by any political subdivision of the State.

**Coverage:** Conn. Gen. Stat. Section 31-53(g) provides monetary thresholds which must be met before the law is applicable. The prevailing wage law does not apply where the total cost of all work to be performed by all contractors and subcontractors in connection with new construction of a public works project is less than four hundred thousand (\$400,000) dollars. The prevailing wages law does not apply in connection with remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project under one hundred thousand (\$100,000) dollars.

**Prevailing Rate:** The prevailing rate consists of a base rate and a fringe benefit rate which may be paid in cash or benefits. Conn. Gen. Stat. Section 31-53(d) permits the Labor Commissioner to adopt and use the prevailing wage rate determinations as have been made by the Secretary of Labor of the United States under the provisions of the Davis-Bacon Act, as amended. The agent empowered to let such contract shall contact the Labor Commissioner at least ten, but not more than twenty days, prior to the date such contracts will be advertised for bid, to ascertain the proper prevailing rate. *Under Connecticut General Statutes, 31-55a the rates will be adjusted annually on or before July 1st of each year. These new rates will be on the Department of Labor website.*

**Certifications:** Both the Contractor and the Contracting Agent must provide certifications to the Labor Commissioner. Prior to the award of any contract subject to the prevailing wage law, the contracting agent shall certify in writing to the Labor Commissioner the total dollar amount of work to be done in connection with the public works project, regardless of whether such project consists of one or more contracts. Upon the award of a contract subject to the prevailing wage law, the contractor who is awarded the contract shall also certify, under oath, to the Labor Commissioner the pay scale to be used by the contractor and any of his subcontractors for the work to be performed under the contract. Additionally, each employer subject to the prevailing wage law must file certified payrolls with the contracting agent including information, including but not limited to, employee names; occupations; hours worked; rates paid; and the employers compliance with various provisions of law.

**Penalties:** There are various civil, criminal and administrative penalties for violations of the prevailing wage law. Failure to pay the prevailing rate is a crime which may be a felony depending upon the amount of unpaid wages. Knowingly filing a false certified payroll or failure to file a certified payroll is a Class D felony for which an employer may be fined up to five thousand dollars, imprisoned for up to five years, or both. Disregarding obligations

under Conn. Gen. Stat. Section 31-53 may result in an administrative debarment which may preclude any firm, corporation, partnership or association in which such person or firms have an interest from receiving an award of a contract until a period of up to three years have elapsed. Additionally, civil penalties of \$300 per violation of law may also be assessed upon the employer.

Effective October 1, 2005, Public Act 05-50: Any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wages --

All persons who perform work on site must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification;

All certified payrolls must list the hours worked and wages paid to all persons who perform work on site regardless of their ownership, i.e.: (Owners, corporate officers, LLC members, independent contractors, et. al);

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

**For additional information contact:  
Wage and Workplace Standards Division  
Public Contract Compliance  
(860)263-6542**

Published by the Connecticut Department of Labor, Project Management Office



# **Reference Guide**

## **Standard Wage Rates for Certain Service Workers**

### **Sec. 31-57f. Standard wage rate for certain service workers**

**You are here:** [DOL Web Site](#) › [Wage and Workplace Issues](#) › Reference Guide - Standard Wage Rates for Certain Service Workers  
- Sec. 31-57f. Standard wage rate for certain service workers

**Definitions. Standard rate required. Civil penalty. Complaints. Determination of standard rate by Labor Commissioner. Effect on employers bound by collective bargaining agreements. Recordkeeping requirement. Penalty for filing false certified payroll. Exemptions. Regulations.**

- (a) As used in this section: (1) "Required employer" means any provider of food, building, property or equipment services or maintenance listed in this subdivision whose rate of reimbursement or compensation is determined by contract or agreement with the state or any state agent: (A) Building, property or equipment service companies; (B) management companies providing property management services; and (C) companies providing food preparation or service, or both; (2) "state agent" means any state official, state employee or other person authorized to enter into a contract or agreement on behalf of the state; (3) "person" means one or more individuals, partnerships, associations, corporations, business trusts, legal representatives or organized groups of persons; and (4) "building, property or equipment service" means any janitorial, cleaning, maintenance or related service.
- (b) On and after July 1, 2000, the wages paid on an hourly basis to any employee of a required employer in the provision of food, building, property or equipment services provided to the state pursuant to a contract or agreement with the state or any state agent, shall be at a rate not less than the standard rate determined by the Labor Commissioner pursuant to subsection (g) of this section.
- (c) Any required employer or agent of such employer that violates subsection (b) of this section shall pay a civil penalty in an amount not less than two thousand five hundred dollars but not more than five thousand dollars for each offense. The contracting department of the state that has imposed such civil penalty on the required employer or agent of such employer shall, within two days after taking such action, notify the Labor Commissioner, in writing, of the name of the employer or agent involved, the violations involved and steps taken to collect the fine.
- (d) The Labor Commissioner may make complaint to the proper prosecuting authorities for the violation of any provision of subsection (b) of this section.
- (e) For the purpose of predetermining the standard rate of covered wages on an hourly basis, the Labor Commissioner shall establish classifications for all hourly nonsupervisory employees based on the applicable occupation codes and titles set forth in the federal Register of Wage Determinations under the Service Contract Act of 1965, 41 USC 351, et seq. The Labor Commissioner shall then determine the standard rate of wages for each classification of hourly nonsupervisory employees which shall be equivalent to the minimum

hourly wages set forth in the federal Register of Wage Determinations under the Service Contract Act, plus a thirty per cent surcharge to cover the cost of any health, welfare and retirement plans or, if no such plan is in effect between the employees and the employer, an amount equal to thirty per cent of the hourly wage which shall be paid directly to the employees.

(f) Required employers with employees covered by collective bargaining agreements which call for wages and benefits that are reasonably related to the standard rate shall not be economically disadvantaged in the bidding process, provided the collective bargaining agreement was arrived at through arms-length negotiations.

(g) The Labor Commissioner shall, in accordance with subsection (e) of this section, determine the standard rate of wages for each classification on an hourly basis where any covered services are to be provided, and the state agent empowered to let such contract shall contact the Labor Commissioner at least ten days prior to the date such contract will be advertised for bid, to ascertain the standard rate of wages and shall include the standard rate of wages on an hourly basis for all classifications of employment in the proposal for the contract. The standard rate of wages on an hourly basis shall, at all times, be considered the minimum rate for the classification for which it was established.

(h) Each required employer subject to the provisions of this section shall (1) keep, maintain and preserve such records relating to the wages and hours worked by each employee and a schedule of the occupation or work classification at which each person is employed during each work day and week in such manner and form as the Labor Commissioner establishes to assure the proper payments due to such employees, and (2) upon written request, submit to the contracting state agent a certified payroll which shall consist of a complete copy of such records accompanied by a statement signed by the employer which indicates that (A) such records are correct, (B) the rate of wages paid to each employee is not less than the standard rate of wages required by this section, (C) such employer has complied with the provisions of this section, and (D) such employer is aware that filing a certified payroll which it knows to be false is a class D felony for which such employer may be fined not more than five thousand dollars or imprisoned not more than five years, or both. Notwithstanding the provisions of section 1-210, the certified payroll shall be considered a public record and every person shall have the right to inspect and copy such record in accordance with the provisions of section 1-212. The provisions of subsections (a) and (b) of section 31-59, section 31-66 and section 31-69 which are not inconsistent with the provisions of this section shall apply. Any person who files a false certified payroll in violation of subdivision (2) of this subsection shall be guilty of a class D felony for which such person may be fined not more than five thousand dollars or imprisoned not more than five years, or both.

(i) This section shall not apply to contracts, agreements or grants which do not exceed forty-nine thousand nine hundred ninety-nine dollars per annum.

(j) On receipt of a complaint for nonpayment of the standard rate of wages, the Labor Commissioner, the Director of Wage and Workplace Standards and wage enforcement agents of the Labor Department shall have power to enter, during usual business hours, the place of business or employment of any employer to determine compliance with this section, and for such purpose may examine payroll and other records and interview employees, call hearings, administer oaths, take testimony under oath and take depositions in the manner provided by sections 52-148a to 52-148e, inclusive. The commissioner or the director, for such purpose, may issue subpoenas for the attendance of witnesses and the production of books and records. Any required employer, an officer or agent of such employer, or the officer or agent of any corporation, firm or partnership who wilfully fails to furnish time and wage records as required by law to the commissioner, the director or any wage enforcement agent

upon request or who refuses to admit the commissioner, the director or such agent to a place of employment or who hinders or delays the commissioner, the director or such agent in the performance of any duties in the enforcement of this section shall be fined not less than twenty-five dollars nor more than one hundred dollars, and each day of such failure to furnish time and wage records to the commissioner, the director or such agent shall constitute a separate offense, and each day of refusal of admittance, of hindering or of delaying the commissioner, the director or such agent shall constitute a separate offense.

(k) Notwithstanding subsection (i) of this section, any employer that pays the state for a franchise to provide food preparation or service, or both, for the state shall be required to certify that the wages and benefits paid to its employees are not less than the standard rate established pursuant to this section.

(l) The Labor Commissioner may adopt regulations, in accordance with chapter 54, to carry out the provisions of this section.

(m) The provisions of this section and any regulation adopted pursuant to subsection (l) of this section shall not apply to any contract or agreement entered into before July 1, 2000.

(P.A. 99-142, S. 1, 2.)

History: P.A. 99-142 effective July 1, 1999.

[return to table of contents](#)

**RESOLUTION**

I, \_\_\_\_\_, Secretary of \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ (the "Company") \_\_\_\_\_, do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on \_\_\_\_\_, 200\_\_, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

**RESOLVED:** That \_\_\_\_\_ (NAME), \_\_\_\_\_ (TITLE) of \_\_\_\_\_ (COMPANY), is empowered and authorized to execute and deliver contracts on behalf of the Company.

**IN WITNESS WHEREOF**, the undersigned has affixed his/her signature and the corporate seal of the Company this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

[or, if the corporation has no seal . . . ]

**IN WITNESS WHEREOF**, the undersigned has affixed his/her signature this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_. The Company has no corporate seal.

*(Corporate Seal or "L.S.")*

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
[name of company]

## RESOLUTION

I, \_\_\_\_\_, Secretary of \_\_\_\_\_ [name of company], a corporation organized and existing under the laws of the State of \_\_\_\_\_ (the "Company"), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on \_\_\_\_\_, 200\_, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

**RESOLVED:** That \_\_\_\_\_ [name of contract signatory], \_\_\_\_\_ [title of contract signatory] of \_\_\_\_\_ [name of company], is empowered and authorized to execute and deliver contracts on behalf of the Company.

I hereby certify that I am the sole officer of \_\_\_\_\_ [name of company].

**IN WITNESS WHEREOF**, the undersigned has affixed his/her signature and the corporate seal of the Company this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

[or, if the corporation has no seal . . . ]

**IN WITNESS WHEREOF**, the undersigned has affixed his/her signature this \_\_\_\_\_ day of \_\_\_\_\_, 200\_. The Company has no corporate seal.

\_\_\_\_\_  
Secretary

\_\_\_\_\_ [name of company]

(Corporate Seal or "L.S.")

## Certificate of Authority For A Limited Liability Company

I, \_\_\_\_\_ a \_\_\_\_\_  
(Name of Member or Manager) (Member or Manager)

of \_\_\_\_\_, LLC, a Limited Liability Company, organized  
(Name of LLC)

and existing under the laws of the State of \_\_\_\_\_, (hereinafter the  
"Company"), hereby certify that:

1. that \_\_\_\_\_ is run by \_\_\_\_\_  
(Name of LLC) (Members or Managers)

2. that \_\_\_\_\_ is a \_\_\_\_\_ of  
(Name of contract (PSA) signatory) (member/manager)

\_\_\_\_\_  
(Name of LLC)  
and

3. that as such \_\_\_\_\_ is not prohibited from or limited by the articles of  
(name of contract (PSA) signatory)  
Organization from binding the LLC.

IN WITNESS HEREOF, the undersigned has affixed his/her signature (and the

Corporate seal of the LLC, if applicable) this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_  
(Month) (Year)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name of Certifier and Member or  
Manager) TYPED or PRINTED

If the LLC Has a seal, place it here.

If the LLC has no seal, the "L.S." notation may be used.

**L. S.**

# IS THE CONSULTANT AN EMPLOYEE OR INDEPENDENT CONTRACTOR...? IRS GUIDELINES

The following is a list of (20) IRS questions one must consider when hiring a consultant. The following guidelines will help determine whether the consultant is of employee or independent contractor status.

## 1. INSTRUCTIONS

EMPLOYEE	INDEPENDENT CONTRACTOR
Must follow employer's instructions as to when, how and where he/she is to work.	Follows own instructions on when, how and where he/she is to work.

## 2. TRAINING

EMPLOYEE	INDEPENDENT CONTRACTOR
Must perform the work in a particular manner as trained by an experienced employee.	Does not require employer training.

## 3. INTEGRATION

EMPLOYEE	INDEPENDENT CONTRACTOR
Services are part of the business operations whereby the continuation of the business depends upon the performance of the service.	Service is not necessary for the continuation of the business.

## 4. SERVICES RENDERED PERSONALLY

EMPLOYEE	INDEPENDENT CONTRACTOR
Services are performed personally by the provider.	Services are not required to be performed personally by the provider.

## 5. HIRING, SUPERVISING and PAYING ASSISTANTS

EMPLOYEE	INDEPENDENT CONTRACTOR
Hiring, supervising and payment are paid directly by the employer for the performance of service.	Hires and supervises his/her own assistants to complete the required service.

## 6. CONTINUING RELATIONSHIP

EMPLOYEE	INDEPENDENT CONTRACTOR
A relationship is maintained with the employer.	A relationship is not necessarily continued.

**7. SET HOURS OF WORK**

EMPLOYEE	INDEPENDENT CONTRACTOR
The employer establishes hours of work.	The consultant establishes hours of work.

**8. TIME REQUIRED**

EMPLOYEE	INDEPENDENT CONTRACTOR
Restricted from performing services for other businesses during set hours of work.	Free to work for whomever and whenever he/she chooses.

**9. LOCATION OF WORK PERFORMED**

EMPLOYEE	INDEPENDENT CONTRACTOR
Usually works on employer's premises.	Usually work is performed at consultant's location.

**10. WORK ORDER**

EMPLOYEE	INDEPENDENT CONTRACTOR
Required to follow schedule established by employer.	Develops own pattern of work order.

**11. REPORTS**

EMPLOYEE	INDEPENDENT CONTRACTOR
Submits regular reports to employer.	Not required to submit regular reports.

**12. PAYMENT**

EMPLOYEE	INDEPENDENT CONTRACTOR
Receives payment on a regular basis by the hour, week, month, etc.	Generally receives payment upon completion of project, service, etc.

**13. TRAVEL and/or BUSINESS EXPENSES**

EMPLOYEE	INDEPENDENT CONTRACTOR
Such expenses are normally paid for by the employer.	Generally paid for by the consultant, however, may be reimbursed by the contracted party.

**14. TOOLS and MATERIALS**

EMPLOYEE	INDEPENDENT CONTRACTOR
Such tools and materials are normally provided for by the employer.	Generally provides his/her own tools and materials.

**15. FACILITY INVESTMENT**

EMPLOYEE	INDEPENDENT CONTRACTOR
Is dependent upon the employer's facility to perform service.	Invests in his/her own facility necessary to perform the service.



**16. PROFIT OR LOSS**

EMPLOYEE	INDEPENDENT CONTRACTOR
Cannot directly realize a profit or loss as a result of performing services.	May be directly subject to profits and losses.

**17. WORKING FOR MORE THAN ONE BUSINESS AT ONCE**

EMPLOYEE	INDEPENDENT CONTRACTOR
Cannot generally perform service for more than one organization.	May perform services for multiple organizations at the same time.

**18. GENERAL PUBLIC SERVICE**

EMPLOYEE	INDEPENDENT CONTRACTOR
Service is to one employer at a time.	Service is regularly available and offered to the general public.

**19. RIGHT TO FIRE**

EMPLOYEE	INDEPENDENT CONTRACTOR
Employee can be discharged by the employer.	Consultant cannot be fired as long as he/she meets contractual obligations.

**20. RIGHT TO QUIT**

EMPLOYEE	INDEPENDENT CONTRACTOR
Employee can quit at any time without incurring liability.	Consultant can quit but at the risk of contractual prosecution.

**CONNECTICUT STATE UNIVERSITY SYSTEM OFFICE  
EMPLOYEE/INDEPENDENT CONTRACTOR CLASSIFICATION CHECKLIST FOR FORM CO-802A**

The information provided below will assist the University in determining whether the individual performing the service will be classified for federal, state, and FICA tax purposes as an employee Of the University or as an independent contractor. Complete Section I, Section II, Section III (if necessary) and ATTACH TO FORM CO-802A.

**I.**

(Individual's name)

(Social Security Number)

(Banner Accounting Information)

(Department)

(Form Preparer Name)

(Phone No.)

**II. Multiple Relationships with the University**

**YES**

**NO**

- A. Does this individual currently work for the University as an employee?  
 B. Is it currently expected that the University will hire this individual as an employee immediately following the termination of his or her FORM CO-802A services?  
 C. During the 12 months prior to the date on which the CO-802A services commenced, did the individual have an official University appointment (including temporary) and provide the same or similar services?

*If the answer is "NO" to all questions, proceed to the questions in Section III.*

*If the answer is "YES" to any of the 3 questions, the individual should be classified as an employee and paid via the payroll process.*

**III. Classification Guidelines (Complete only one of III.A., III.B., and III.C., depending on the services performed by the individual.)**

**A. Teacher/Lecturer/Instructor**

**YES**

**NO**

1. Is the individual a 'guest lecturer' (e. g. an individual who lectures at only a few class sessions)?

Treat as an ind.  
contractor

Go to #2

2. a. Is the individual teaching a course for which students will NOT receive credit towards a University degree.

- b. Does the individual provide the same or similar services to other entities or to the general public as part of a trade or business?

*If the answer to both questions 2(a) and 2(b) is "YES" then treat the individual as an independent contractor.*

*If the answer to either questions 2(a) and 2(b) is "NO": then go to question #3.*

3. In performing instructional duties, will the individual primarily use course materials that are created or selected by the individual?

Treat as an ind.  
contractor

Treat as an  
employee

**III. B. Researcher**

Researchers hired to perform services for a University department are presumed to be employees of the University. If, however, the researcher is hired to perform research for a particular University professor or employee, please indicate which of the following relationships is applicable by placing a check mark in the appropriate blank:

Relationship #1: The individual will perform research for a University professor or employee under an arrangement whereby the University professor or employee serves in a supervisory capacity (i. e., the individual will be working under the direction of the University professor or employee).

#1 \_\_\_\_\_

Treat as an  
employee.

Relationship #2: The individual will serve in an advisory or consulting capacity with a University professor or employee (i.e. the individual will be working 'with' the University professor or employee in a 'collaboration between equals' type arrangement).

#2 \_\_\_\_\_

Treat as an  
independent  
contractor.

**III. C. Individuals Not Covered Under Sections III.A. or III.B.**

**YES**

**NO**

1. Does the individual provide the same or similar services to other entities or to the general public as part of a trade or business?

Treat as an  
ind contractor

Go to #2

2. Will the department provide the individual with specific instructions regarding performance of the required work rather than rely on the individual's expertise?

Treat as an  
employee

Go to #3

3. Will the University set the number of hours and /or days of the week that the individual is required to work, as opposed to allowing the individual to set own work schedule?

Treat as an  
employee

Treat as  
contractor



## State of Connecticut Human Resources Dual Employment Request Form

Form #: PER-DE-1Revision Date: 01/2005

**Instructions for SECONDARY AGENCY:** Complete this form when an employee provides services under an authorized PER-301 for a second position. Keep a copy of the form in a suspense file and forward the original to the primary agency. When certification from both the primary and secondary agency is complete, process the employee according to the guidelines in General Letter 204.

Employee		Social Security Number		Today's Date			
Employee Address		Present Position Title		FLSA <input type="checkbox"/> Exempt <input type="checkbox"/> Non-Exempt			
Primary Agency							
SECONDARY AGENCY - Agency where employee is being considered for a second job							
Facility of Secondary Employment				Title of position sought			
Duties to be performed:							
<b>Dates duties will be performed: (A new dual employment form must be completed and placed in the employees' personnel file for each new period of employment.)</b>							
Start Date:				End Date:			
The work schedule will be as follows:							
Day	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Time In:							
Time Out:							
<b>SECONDARY AGENCY CERTIFICATION</b>							
I certify that the duties are being performed outside the responsibility of the agency of principal employment, the hours worked at this agency are documented and reviewed to preclude duplicate payment, and that no conflicts of interest exist between services performed.							
SIGNED (Agency head or authorized designee)				TITLE		DATE	
<b>Instructions for PRIMARY AGENCY</b> - Complete and return to secondary agency for documentation. Retain a copy for your files.							
Position Title:				POTENTIAL CONFLICT OF INTEREST? <input type="checkbox"/> YES <input type="checkbox"/> NO			
Duties Performed:							
Current Work Schedule							
Day	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Time In:							
Time Out:							
<b>Primary Agency Certification</b>							
I certify that the duties are being performed outside the responsibility of the agency of principal employment, the hours worked at this agency are documented and reviewed to preclude duplicate payment, and that no conflicts of interest exist between services performed. If for any reason there should be a change in the hours and/or days of work as originally indicated, an amended request with the required justification will be submitted.							
RECOMMEND <input type="checkbox"/> YES <input type="checkbox"/> NO		SIGNED (Agency head or authorized designee)		TITLE		DATE	

## Personal Services Agreement &amp; Honorarium Request Form

\$3,000 or less

1. Complete this form and forward to the Purchasing Office 10 business days prior to the start of the service period.
2. The University and the Service Provider as listed below hereby enter into an agreement subject to the terms and conditions stated herein and/or attached hereto and subject to the provisions of section 4-98 of the Connecticut General Statutes as applicable.
3. Acceptance of this agreement implies conformance with terms and conditions set forth on Pages 2 and 3 of this file, as attached hereto and incorporated by reference.
4. If a service provider will be paid more than \$3,000 in any rolling 12-month period, a Personal Service Agreement form CO-802A must be prepared and approved in advance of the start date of this service.

Original \_\_\_\_\_  
 Amendment \_\_\_\_\_  
 Amendment # \_\_\_\_\_

**Under no circumstances are any services to be performed under this agreement unless the User Department has received approval.**

SERVICE PROVIDER	1. SERVICE PROVIDER NAME: _____ FEIN/SSN: _____	
	2. SERVICE PROVIDER ADDRESS: _____	
	SERVICE PROVIDER PHONE: _____ SERVICE PROVIDER EMAIL: _____	
	3. ARE YOU CURRENTLY A STATE EMPLOYEE? <input type="checkbox"/> Yes <input type="checkbox"/> No If you answered Yes to Number 3 above, a dual employment form must be completed and made part of this agreement.	
UNIVERSITY	4. DO YOU HAVE AN IMMEDIATE FAMILY MEMBER WHO IS A STATE EMPLOYEE? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	5. HAVE YOU CONTRACTED WITH THIS UNIVERSITY ANYTIME DURING THE PAST 12 MONTHS? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	6. UNIVERSITY INFORMATION: <u>Western Connecticut State University, 181 White Street, Danbury, CT 06810</u> Agency # <u>7803</u>	
	7. PROJECT DIRECTOR'S NAME: _____ TELEPHONE NUMBER: _____ NOTE: If numbers 3 and/or 4 above were answered "Yes" and the contract value of this Agreement is equal to or greater than \$100 and the fee is to be paid as an independent contractor, this contract must have been awarded through an open and public bidding process.	
TERMS AND CONDITIONS	8. BANNER INDEX: _____ AMOUNT: \$ _____ AUTHORIZED FUNDING SIGNATURE: _____ BANNER INDEX: _____ AMOUNT: \$ _____ AUTHORIZED FUNDING SIGNATURE: _____ BANNER INDEX: _____ AMOUNT: \$ _____ AUTHORIZED FUNDING SIGNATURE: _____ BANNER INDEX: _____ AMOUNT: \$ _____ AUTHORIZED FUNDING SIGNATURE: _____	
	9. TOTAL VALUE OF THIS SERVICE: \$ _____ AUTHORIZED FUNDING SIGNATURE: _____	
	10. SERVICE PERIOD: FROM: _____ TO: _____ CONTRACT BID AWARD # IF APPLICABLE: _____	
	11.	<div style="border: 1px solid black; padding: 5px; display: inline-block;"># of days</div> THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF SERVICE PERIOD STATED ABOVE UNLESS CANCELLED BY THE UNIVERSITY, BY GIVING THE SERVICE PROVIDER WRITTEN NOTICE OF SUCH INTENTION. (REQUIRED DAYS NOTICE SPECIFIED AT LEFT).
	12. THE SERVICE PROVIDER AGREES TO: (DETAILED SERVICES MUST BE PROVIDED ALONG WITH SPECIAL PROVISIONS AS NECESSARY.)	
	13. TOTAL AGREEMENT NOT TO EXCEED: _____ (ORIGINAL AGREEMENT AMOUNT + ALL AMENDMENTS).	
	14. PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED DISBURSEMENT FORM.	
ACCEPTANCES/APPROVALS	STATUTORY AUTHORITY CGS 10a-151b	
	SERVICE PROVIDER (OWNER OR AUTHORIZED SIGNATURE): _____ TITLE: _____ DATE: _____	
	APPROPRIATE DEAN - WESTERN CONNECTICUT STATE UNIVERSITY (AUTHORIZED SIGNATURE): _____ TITLE: _____ DATE: _____	
	VICE PRESIDENT - FINANCE AND ADMINISTRATION - WESTERN CONNECTICUT STATE UNIVERSITY (AUTHORIZED SIGNATURE): _____ TITLE: _____ DATE: _____	

## TERMS/CONDITIONS

### EXECUTIVE ORDERS

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 and Executive Order No. Seven C of Governor M. Jodi Rell promulgated July 13, 2006. This section (the "CCR Section") is included here pursuant to Conn. Gen. Stat. § 9-333n and, without limiting its applicability, is made applicable to State Contracts, bid solicitations, request for proposals and prequalification certificates, as the context requires. This CCR Section, without limiting its applicability, is also made applicable to State Agencies, Quasi-public Agencies, the General Assembly, State Contractors, Prospective State Contractors and the holders of valid prequalification certificates, as the context so requires. (a) For purposes of this CCR Section only: (1) "Quasi-public Agency" means the Connecticut Development Authority, Connecticut Innovations, Incorporated, Connecticut Health and Educational Facilities Authority, Connecticut Higher Education Supplemental Loan Authority, Connecticut Housing Finance Authority, Connecticut Housing Authority, Connecticut Resources Recovery Authority, Connecticut Hazardous Waste Management Service, Capital City Economic Development Authority, Connecticut Lottery Corporation, or as this definition may otherwise be modified by Title 1, Chapter 12 of the Connecticut General Statutes concerning quasi-public agencies. (2) "State Agency" means any office, department, board, council, commission, institution or other agency in the executive, legislative or judicial branch of State government, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing. (3) "State Contract" means an agreement or contract with the State or any State Agency or any Quasi-public Agency, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a fiscal year, for (A) the rendition of personal services, (B) the furnishing of any material, supplies or equipment, (C) the construction, alteration or repair of any public building or public work, (D) the acquisition, sale or lease of any land or building, (E) a licensing arrangement, or (F) a grant, loan or loan guarantee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing. (4) "State Contractor" means a person, business entity or nonprofit organization that enters into a State Contract. Such person, business entity or nonprofit organization shall be deemed to be a State Contractor until the termination of said contract. "State contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of State government or a Quasi-public Agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a State or Quasi-public Agency employee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing. (5) "Prospective State Contractor" means a person, business entity or nonprofit organization that (A) submits a bid in response to a bid solicitation by the State, a State Agency or a Quasi-public Agency, or a proposal in response to a request for proposals by the State, a State Agency or a Quasi-public Agency, until the State Contract has been entered into, or (B) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under Section 4a-100 of the Connecticut General Statutes. "Prospective State Contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of State government or a Quasi-public Agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a State or Quasi-public Agency employee. Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing may modify this definition, which modification shall control. (6) "Principal of a State Contractor or Prospective State Contractor" (collectively referred to in this CCR Section as "Principal") means (A) an individual who is a member of the board of directors of, or has an ownership interest in, a State Contractor or Prospective State Contractor, which is a business entity, except for an individual who (i) owns less than five per cent of the shares of any such State Contractor or Prospective State Contractor that is a publicly traded corporation or (ii) is a member of the board of directors of a nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code corporation, of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, (B) an individual who is employed by a State Contractor or Prospective State Contractor, which is a business entity, as president, treasurer or executive or senior vice president, (C) an individual who is the chief executive officer of a State Contractor or Prospective State Contractor, which is not a business entity, (D) an employee of any State Contractor or Prospective State Contractor who has managerial or discretionary responsibilities with respect to a State Contract, (E) the spouse or a dependent child of an individual described in this subparagraph, or (F) a political committee established by or on behalf of an individual described in this subparagraph, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing. (b) On and after December 31, 2006, no State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from a State Agency in the executive branch or a Quasi-public Agency, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee. (c) On and after December 31, 2006, no State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from the General Assembly, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee. (d) On and after December 31, 2006, if a State Contractor or a Principal of a State Contractor makes or solicits a contribution prohibited under this CCR Section, the contracting State Agency or Quasi-public Agency may, in the case of a State Contract executed on or after December 31, 2006, void the existing contract with said contractor, and no State Agency or Quasi-public Agency shall award the State Contractor a State Contract or an extension or an amendment to a State Contract for one year after the election for which such contribution is made or solicited. (e) On and after December 31, 2006, if a Prospective State Contractor or a Principal of a Prospective State Contractor makes or solicits a contribution prohibited under this CCR Section, no State Agency or Quasi-public Agency shall award the Prospective State Contractor the contract described in the bid solicitation or request for proposals, or any other State Contract for one year after the election for which such contribution is made or solicited. (f) On and after December 31, 2006, the chief executive officer of each Prospective State Contractor, or if a Prospective State Contractor has no such officer then the officer who duly possesses and exercises comparable powers and duties, shall: (1) inform each individual described in subsection (a)(6) of this CCR Section with regard to said Prospective State Contractor concerning the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), (2) submit a sworn affidavit under penalty of false statement that no such individual will make or solicit a contribution in violation of the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), and (3) acknowledge in writing that if any such contribution is made or solicited, the Prospective State Contractor shall be disqualified from being awarded the contract described in the bid solicitation or request for proposals or being awarded any other State Contract for one year after the election for which such contribution is made or solicited. Such officer shall attach the affidavit and the acknowledgement to their bid, proposal or application for prequalification, as applicable. This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell, promulgated on April 17, 2006. Pursuant to this Executive Order, the Contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

**Non-discrimination.** References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor. (a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-66, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such

information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56. (b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. (d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts. (f) The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter. (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56. (h) The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter. For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

#### INSURANCE/INDEMNIFICATION

The Contractor agrees that while performing services specified in this agreement he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut for any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of services. Contractor hereby indemnifies and shall defend and hold harmless the State, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands liabilities, monetary loss, interest, attorneys fees, costs and expenses of whatsoever kind or nature arising out of the performance of this agreement, including those arising out of injury to or death of Contractor employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of the Contractor or its employees, agents or subcontractors.

#### STATE LIABILITY

The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

#### ENTIRE AGREEMENT

This written Agreement shall constitute the entire agreement of the parties and no other terms and conditions in any document, acceptance or acknowledgement shall be effective or binding unless expressly agreed to in writing by the State Agency. This Agreement may not be changed other than by a formal written amendment signed by the parties hereto.

#### GOVERNING LAW

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws, and any question arising under this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law.

#### CLAIMS AGAINST THE STATE

The contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

## TERMS/CONDITIONS EXECUTIVE ORDERS

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 abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that 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. This contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service. This contract is also subject to provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, this contract may be cancelled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof agree that (a) The contractor shall prohibit as a condition of employment, any weapon or dangerous instrument defined in (b); (b) Weapon means any firearm, including BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury; (c) The contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site; (d) The contractor shall adopt the above prohibition as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The contractor shall insure and require that all employees are aware of such work rules; (e) The contractor agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain provisions (a) through (d) of this Section. This Contract is subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006. The Parties to this Contract, as part of the consideration hereof, agree that: a. The State Contracting Standards Board ("Board") may review this contract and recommend to the state contracting agency termination of this contract for cause. The State contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means: (1) a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes or (2) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency. b. For purposes of this Section, "contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title. c. Notwithstanding the contract value listed in sections 4-250 and 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1. For purposes of this section, the term "certification" shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1. This section (the "CCR Section") is included here pursuant to Conn. Gen. Stat. § 9-333n and, without limiting its applicability, is made applicable to State Contracts, bid solicitations, request for proposals and prequalification certificates, as the context requires. This CCR Section, without limiting its applicability, is also made applicable to State Agencies, Quasi-public Agencies, the General Assembly, State Contractors, Prospective State Contractors and the holders of valid prequalification certificates, as the context so requires. (a) For purposes of this CCR Section only: (1) "Quasi-public Agency" means the Connecticut Development Authority, Connecticut Innovations, Incorporated, Connecticut Health and Educational Facilities Authority, Connecticut Higher Education Supplemental Loan Authority, Connecticut Housing Finance Authority, Connecticut Housing Authority, Connecticut Resources Recovery Authority, Connecticut Hazardous Waste Management Service, Capital City Economic Development Authority, Connecticut Lottery Corporation, or as this definition may otherwise be modified by Title 1, Chapter 12 of the Connecticut General Statutes concerning quasi-public agencies. (2) "State Agency" means any office, department, board, council, commission, institution or other agency in the executive, legislative or judicial branch of State government, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing. (3) "State Contract" means an agreement or contract with the State or any State Agency or any Quasi-public Agency, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a fiscal year, for (A) the rendition of personal services, (B) the furnishing of any material, supplies or equipment, (C) the construction, alteration or repair of any public building or public work, (D) the acquisition, sale or lease of any land or building, (E) a licensing arrangement, or (F) a grant, loan or loan guarantee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing. (4) "State Contractor" means a person, business entity or nonprofit organization that enters into a State Contract. Such person, business entity or nonprofit organization shall be deemed to be a State Contractor until the termination of said contract. "State contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of State government or a Quasi-public Agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a State or Quasi-public Agency employee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing. (5) "Prospective State Contractor" means a person, business entity or nonprofit organization that (A) submits a bid in response to a bid solicitation by the State, a State Agency or a Quasi-public Agency, or a proposal in response to a request for proposals by the State, a State Agency or a Quasi-public Agency, until the State Contract has been entered into, or (B) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under Section 4a-100 of the Connecticut General Statutes. "Prospective State Contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of State government or a Quasi-public Agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a State or Quasi-public Agency employee. Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing may modify this definition, which modification shall control. (6) "Principal of a State Contractor or Prospective State Contractor" (collectively referred to in this CCR Section as "Principal") means (A) an individual who is a member of the board of directors of, or has an ownership interest in, a State Contractor or Prospective State Contractor, which is a business entity, except for an individual who (i) owns less than five per cent of the shares of any such State Contractor or Prospective State Contractor that is a publicly traded corporation, or (ii) is a member of the board of directors of a nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, (B) an individual who is employed by a State Contractor or Prospective State Contractor, which is a business entity, as president, treasurer or executive or senior vice president, (C) an individual who is the chief executive officer of a State Contractor or Prospective State Contractor, which is not a business entity, (D) an employee of any State Contractor or Prospective State Contractor who has managerial or discretionary responsibilities with respect to a State Contract, (E) the spouse or a dependent child of an individual described in this subparagraph, or (F) a political committee established by or on behalf of an individual described in this subparagraph, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing. (b) On and after December 31, 2006, no State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from a State Agency in the executive branch or a Quasi-public Agency, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee. (c) On and after December 31, 2006, no State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from the General Assembly, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee. (d) On and after December 31, 2006, if a State Contractor or a Principal of a State Contractor makes or solicits a contribution prohibited under this CCR Section, the contracting State Agency or Quasi-public Agency may, in the case of a State Contract executed on or after December 31, 2006, void the existing contract with said contractor, and no State Agency or Quasi-public Agency shall award the State Contractor a State Contract or an extension or an amendment to a State Contract for one year after the election for which such contribution is made or solicited. (e) On and after December 31, 2006, if a Prospective State Contractor or a Principal of a Prospective State Contractor makes or solicits a contribution prohibited under this CCR Section, no State Agency or Quasi-public Agency shall award the Prospective State Contractor the contract described in the bid solicitation or request for proposals, or any other State Contract for one year after the election for which such contribution is made or solicited. (f) On and after December 31, 2006, the chief executive officer of each Prospective State Contractor, or if a Prospective State Contractor has no such officer then the officer who duly possesses and exercises comparable powers and duties, shall: (1) inform each individual described in subsection (a)(6) of this CCR Section with regard to said Prospective State Contractor concerning the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), (2) submit a sworn affidavit under penalty of false statement that no such individual will make or solicit a contribution in violation of the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), and (3) acknowledge in writing that if any such contribution is made or solicited, the



Prospective State Contractor shall be disqualified from being awarded the contract described in the bid solicitation or request for proposals or being awarded any other State Contract for one year after the election for which such contribution is made or solicited. Such officer shall attach the affidavit and the acknowledgement to their bid, proposal or application for prequalification, as applicable.

This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell, promulgated on April 17, 2006. Pursuant to this Executive Order, the Contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

#### **NON-DISCRIMINATION**

(a). For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. subsection 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of this Section, "Commission" means the Commission on Human Rights and Opportunities.

For purposes of this Section, "Public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b) (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action - equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and Conn. Gen. Stat. subsections 46a-63e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. subsections 46a-56, 46a-68e and 46a-68f; (b) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56. If the Contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

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

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

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

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

#### **INSURANCE/INDEMNIFICATION**

The Contractor agrees that while performing services specified in this agreement he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut for any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of services. Contractor hereby indemnifies and shall defend and hold harmless the State, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liabilities, monetary loss, interest, attorneys fees, costs and expenses of whatsoever kind or nature arising out of the performance of this agreement, including those arising out of injury to or death of Contractors employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of the Contractor or its employees, agents or subcontractors.

#### **STATE LIABILITY**

The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

#### **ENTIRE AGREEMENT**

This written Agreement shall constitute the entire agreement of the parties and no other terms and conditions in any document, acceptance or acknowledgement shall be effective or binding unless expressly agreed to in writing by the State Agency. This Agreement may not be changed other than by a formal written amendment signed by the parties hereto.

#### **GOVERNING LAW**

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws, and any question arising under this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law.

#### **CLAIMS AGAINST THE STATE**

The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.



## VOUCHER/DISBURSEMENT REQUEST

[illegible]