

NORWALK COMMUNITY COLLEGE
Proposal #SP-1010-10.1.08
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NOTICE INVITING PROPOSAL

Pursuant to Public Act 91-256 notice is hereby given that the Norwalk Community College will accept bids for the following items and specification on file and which may be obtained in the Purchasing Office, 188 Richards Avenue, Norwalk, CT 06854-16455:

SNOW PLOWING, SANDING AND SNOW REMOVAL SERVICES PROPOSAL #SP-1010-10.01.08

Bids shall be sealed with the proposal number clearly marked on the outside. Proposals will be received up to 10:00am on Wednesday, October 1, 2008 at the College Purchasing/Accounts Payable Office, East Campus, Room 101, then opened and read in public at 10:10am in the Pepsi Co Theatre. All proposals shall be valid for a period of sixty (60) days after the opening.

A Mandatory Pre-Proposal Conference will be held on Monday, September 29, 2008 at 10:00am in the Pepsi Co Theatre, 188 Richards Avenue, Norwalk, CT.

NCC is an affirmative action/equal opportunity institution. All bidders must comply with State non-discrimination and affirmative action contract requirements Pursuant to Section 4a-60; copies are available in the College Purchasing Office and on the State of Connecticut website www.cga.ct.gov/2005/pub/chap058.htm#sec4a-60.htm

For Proposal Documents Contact Gwendolyn Brown at (203) 857-7145.

Advertised Papers: Norwalk Hour
 Stamford Advocate
 Connecticut Post

Internet: http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp

**NOTICE OF MANDATORY PRE-PROPOSAL
JOB WALK
SNOW PLOWING, SANDING AND SNOW REMOVAL
SERVICES
Proposal #SP-1010-10.1.08**

Gentlemen:

Norwalk Community College is scheduling a mandatory pre-proposal conference and job walk to answer any questions and explain details regarding the specifications and scope of work to be performed. This pre-proposal job walk will give bidding contractors the opportunity to investigate and fully acquaint themselves with the conditions relating to the job so that they may fully understand the facilities, difficulties and restrictions attending the execution of the work.

Place: Norwalk Community College
188 Richards Avenue
East Campus
Pepsi Co Theatre
Norwalk, CT 06854-1655

Date: Monday, September 29, 2008

Time: 10:00 a.m.

NORWALK COMMUNITY COLLEGE
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FOR
SNOW PLOWING, SANDING AND SNOW REMOVAL
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NORWALK COMMUNITY COLLEGE
CONDITIONS AND SPECIFICATIONS
FOR
SNOW PLOW CONTRACT

I. GENERAL CONDITIONS

1. Scope of Contract

Norwalk Community College, hereinafter referred to as NCC, is requesting qualified, professionally snow plowing services, to serve a population of 6,000 students, faculty and staff. Contractor shall provide and furnish all labor, materials, equipment and transportation services as needed to perform the contract in a safe and professional manner. Services rendered shall include, but not be limited to: snow plowing, snow removal, sanding, salting, de-icing. All bonds should be based on \$50,000.00.

2. Bid Security

Each proposal shall be accompanied by a certified check or cashiers check payable to the Norwalk Community College, or satisfactory bid bond in favor of NCC issued by a responsible surety company licensed to do business in the State of Connecticut, in an amount of \$2,500.00, five (5%) of the estimated yearly contract of \$50,000.00. Checks of unsuccessful bidders will be returned as soon as practical after award of contract.

3. Pre-proposal Conference

A mandatory pre-proposal conference will be held to review specification and afford bidders the opportunity to investigate and fully acquaint themselves with the conditions and restrictions relating to the work to be performed.

4. Location of Services

These specifications are intended to cover services at the facilities at 188 Richards Avenue. Description and layout of the facilities are available upon request.

5. Duration an Effective Date

The contract period for services shall be for 24 months commencing November 1, 2008 and ending October 31, 2010. The contract may, by mutual agreement, be renewed and extended for additional (12) months for (1) renewal period consistent with the terms and conditions of the original contract.

6. Evidence of Responsibility

Each proposal bid shall be accompanied by evidence showing the bidder's financial resources, his experience and organization available for performance of the contract. The evidence of responsibility shall also include a list of, a minimum of, three (3) similar size and nature contracts of current or past performance including name of company, address, contact person and general description of the contract. Failure to submit such evidence may be the basis of rejection of proposal.

7. Invoices and Payments

The contractor shall render invoices in duplicate, in a form acceptable to the College, on a monthly basis, to Anthony (Tony) Centopanti Building Director. Payment for services rendered shall be made within a reasonable and customary period after the performance of services and receipt of invoice. State of Connecticut payment terms are NET 45 days.

8. Permits/Licenses and Contractor Obligations

The contractor shall perform all obligations and discharge all liabilities imposed upon employers under tax, labor, wage-hour, apprenticeship, sickness, disability, unemployment compensation and insurance, old age benefits, social security and any and all such federal, state, county and local laws and regulations that shall impinge upon the contract.

9. Hold Harmless Clause

Contractors shall hold harmless and indemnify NCC from and against, any and all costs, claims, damage, liability and expense, including attorney fees, incurred by NCC on account of any damage to property or injury, including death or persons including any damage or injury property or persons of any employee for Contractor or of NCC or any damages and expenses, lawsuit, claim, demand or administrative proceeding brought against by any person or entity, including the United States Government, or any agency or political subdivision thereof for false arrest, false imprisonment, illegal search or seizure, malicious prosecution, libel, slander, assault, battery, negligence, or any type of offense arising out of the contractor or any of its employees, agents or servants in connection with performance of the work hereunder within or outside the scope of said work.

10. Insurance

The contractor shall take out and maintain during the life of this Contract such insurance as shall protect him, the College and the State of Connecticut and hold harmless and indemnify the College, State of Connecticut, its officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever. Such insurance shall be in the amounts as specified for all liability for injury to person, death or property damage resulting from or in any way related to the performance of the work under this Contract.

- a. Public Liability and Property Damage Insurance – The contractor shall maintain public liability as respects bodily injuries or death in the sum of \$500,000 and

property damage legal liability insurance in the amount of \$100,000 and shall furnish a certificate thereof containing an indemnification and save harmless clause covering the State of Connecticut in said amounts.

- b. Fidelity Bond – The contractor shall also obtain a Fidelity bond - \$50,000 coverage to protect the College against financial loss resulting from grounds not being properly maintained.
- c. Compensation Insurance – The contractor shall procure and shall maintain during the life of this contract Workmen’s Compensation and Occupational Disease Insurance for all his employees to be engaged in work on the project under this contract with statutory limits as provided by the State of Connecticut.
- d. Automobile Insurance – The contractor must maintain Comprehensive Automobile Bodily Injury Liability and Automobile Property Damage Liability Insurance as required by law.
- e. Certificate of Insurance – Certificates evidencing insurance coverage required of the contractor must be filed with the Business Office before any work is commenced under this contract. All policies must contain a clause stating that the policy will not be cancelled without ten (10) days prior written notice having first been sent the contractor and he in turn must notify NCC.

11. Safety and Security

It shall be the responsibility of the contractor to as certain rules and regulations pertaining to safe conduct and safety of premises while in the course of performing the Contract. Judgment must be exercised in complying with the terms of the Contract and care shall be taken at all times to insure the safety of all concerned utilizing properly trained staff and equipment.

12. Damages

Any damage to property caused by the contractor during the execution of this Contract will be required or replaced to original condition. The College reserves the right to withhold payment until remedied or deduct the cost of repair or replacement from payment.

13. Contractor Not an Officer, Employee, or Agent

While engaged in carrying out and complying with the terms and conditions of the Contract, the contractor is an independent contractor and not an officer, employee, or agent of NCC.

14. Assignment

Contractor may not assign this Contract or any part thereof without prior written consent of NCC.

15. Examination of Site and Contract Documents

Bidders are required to attend the mandatory site inspection and pre-bid meeting to have satisfied himself as to the condition and the requirements of the location and agency. The time and date specified on the proposal schedule page is to be considered the mandatory site inspection and pre-bid meeting date. Only Contractor's attending the mandatory site inspection and pre-bid meeting will be considered for award. All Contractors, whether previously awarded this contract MUST ATTEND the site inspection/pre-bid meeting.

The College will have a sign in sheet the day of the site inspection and pre-bid, please be sure that you have placed your company's name on this sheet.

16. Equipment Inspection

Successful bidders will be subject to an inspection of required snow plowing equipment. Equipment shall meet the minimum qualifications and be in good working order. The inspection will be conducted on the contractor's site and be conducted by Anthony (Tony) Centopanti Building Director at a mutually agreed upon time.

17. Deviations

Any alterations, differences, additions or substitutions the contractor proposes in lieu of the requirements stated herein must be clearly indicated in the return bid form.

18. Payments Withheld

In the event contractor's services are deemed to be in default of conditions and specification set forth, at the College is discretion may withhold payment for services not rendered and deduct such charges from any payment due contractor.

19. College's Right To Terminate Contract

If the contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified, or if he should persistently or repeatedly refuse or should fail to supply sufficient properly skilled workman or proper materials to complete the work in accordance with the conditions and specifications, then the College may, at its discretion, without prejudice to any other right or remedy, serve written notice upon him and his surety if any, of its intention to terminate the contract. Such notice shall contain the reasons for intentions to terminate and unless within ten calendar days after services of said notice such correction thereof made, this contract shall upon the expiration of said ten days, cease and terminate. In such cases, contractor shall not be entitled to receive any further payment until work is completed.

NCC shall concurrently serve written notice thereof upon surety, and surety shall have the right to take over and perform the contract. If contractor, or surety, fails to satisfy the demands of NCC, NCC may take over the work and prosecute same to completion by contract or by any other method it may deem advisable at the expense of the contractor and he or his surety shall be liable to NCC for any cost or damage occasioned by NCC.

20. Performance Bond

Contractor shall furnish a Performance Bond issued by a surety licensed to do business in the State of Connecticut in the amount of \$12,500.00, twenty five (25) percent of estimated yearly contract of \$50,000.00, for the faithful performance of the terms, covenants and conditions of the contract. The premium of all bonds shall be paid by the Contractor. Such bonds shall be tendered prior to the commencement of any work done to the College Business Office.

21. Evaluation and award of Bid

The College reserves the right to accept or reject any or all bids, to waive any irregularities or information in any bid or in the bidding process, to accept or reject any items or combination of items. Notwithstanding any other provision of any of the contract documents, the College specifically reserves the right to award, in its absolute discretion, thus insuring that the best interest of the student body will be serviced.

Proposals will be examined by an Evaluating Team using the following criteria:

- Cost
- Evaluation of Contractor financial resources
- Green material proposal
- Contractor's Experience and organization
- References

After all bids are examined, the Evaluating Team will accept the bid of the vendor the team determines to be most qualified to provide the services outlined in this RFP, at a competitive price and on time.

22. Changes in Services

The College reserves the right to increase types of services, or decrease services based upon identified requirements or budgetary considerations. Any increases or decreases shall be in accordance with original bid conditions, specifications and pricing.

GENERAL
SNOW PLOWING CONTRACT PROVISIONS

SPECIFICATIONS OF CONTRACT

Contractor shall be responsible for supplying Sand and Salt Mixture, de-icer and all equipment and personnel necessary to provide contracted services.

SNOW PLOWING:

The contractor shall complete all entrances, thruways, drains and parking lots at both the East Campus 188 Richards Avenue. And West Campus 188 Richards Avenue, Norwalk, Ct., by 8:00 a.m. In the event the storm continues throughout the working day the contractor must maintain open entrances, drains, and drive thru areas including parking lots during the operating hours of the facility. Fire hydrants are to be kept clear of snow at all times. All loading docks and entrance ways are to be kept clear at all times.

HOURS OF OPERATION:

NCC operates on a regular schedule Monday thru Thursday 8:00 a.m. to 10:00 p.m., Friday 8:00 a.m. to 5:00 p.m. and on Saturdays 8:00 a.m. to 5:00p.m.

Special events and College rental of facilities require the College to open occasionally on Saturday nights and Sundays.

NCC reserves the right to increase or decrease the number of hours.

SAND AND SALT MIXTURE:

The Sand and Salt Mixture will be seven (7) parts sand to two (2) parts salt. Deicer (non injurious to concrete) will be required for concrete areas. Proposals shall include options for environmentally safe (“green”) materials for use in deicing and sanding.

ADDITIONAL SANDING AND SALTING:

Additional sanding, salting and de-icing may be necessary as climatic conditions fluctuate around the freezing point. The contractor shall not provide additional sanding or salting without being authorize to perform such serviced by an AUTHORIZED COLLEGE REPRESENTATIVE.

The Contractor must respond to the authorization to perform additional plowing, sanding and salting within one (1) hour after the College request.

The Contractor must provide 24 hour service. The Contractor must provide phone, cell phone number or other means of contact 24 hours a day.

MINIMUM EQUIPMENT REQUIREMENTS:

Four (4) working 4 x 4 trucks with plows will be required on campus until project is complete. At least one (1) of the four (4) trucks must have an automatic sander holding four (4) yards. One (1) Front Loader with rubber tires, minimum four (4) cubic yard capacity or two (2) Front Loaders with two (2) cubic yard capacity must be on call to push back or remove snow as specified by the College.

Successful bidders will be subject to an inspection of required snow plowing equipment. Equipment shall meet the minimum qualifications and be in good working order. The inspection will be conducted on the contractor's site and be conducted by Anthony (Tony) Centopanti Building Director at a mutually agreed upon time.

PERSONNEL:

Contractor shall furnish only fully trained, properly instructed, State Licensed employees in sufficient numbers as required to carry out this contract. The College reserves the right to approve or reject personnel working on premises.

INSPECTION:

Bidders are required to attend the mandatory site inspection and pre-bid meeting, to have satisfied himself as to the condition and the requirements of the location and College.

The Time and Date specified on the proposal schedule page is to be considered the mandatory site inspection and pre-bid meeting date. Only Contractor's attending the mandatory site inspection and pre-bid will be considered for award.

All Contractors, whether previously awarded this contract **MUST ATTEND** the site inspection/pre-bid meeting.

The College will have a sign in sheet the day of the site inspection and pre-bid, please be sure that you have placed your company's name on this sheet.

ASSESSMENT OF PENALTIES:

In the event that the Contractor is not providing satisfactory service, which has to be remedied by the use of State Forces or by use of other contractor(s) the State will assess the awarded contractor the full amount expended to correct the deficiencies.

CHANGE OF ADDRESS:

In the event the awarded contractor moves or updates telephone numbers, it is the responsibility of the contractor to advise NCC of such changes in writing. The College will not be held responsible for payments or purchase orders which are delayed due to additional routing caused by the lack of notification on the contractor's part. Change of address or telephone updates must be forwarded to: Norwalk Community College, 188 Richards Avenue, Norwalk, CT. 06854-1655, Attn: Accounts Payable.

STATEMENT OF BIDDER'S QUALIFICATION:

The bidder must complete and return the Statement of Bidder's Qualification (2 pages) with their bid.

BID OPENING:

Bidder's are encouraged to attend the public opening of this bid, on the date and time specified in the bid documents. Due to the numerous bids issued, buyers are unable to read results over the telephone.

BID PREPARATION TIPS:

1. Bidders must include the following:
 - a. Bid Form
 - b. Statement of Bidder's Qualification (pg 1 & 2).
 - c. Bid Bond.
 - d. CHRO Contract Compliance
 - e. Bidder Contract Compliance Monitoring Report (2 pages)

These forms are to be signed in INK. Bids received which do not include these forms will be considered. NON-RESPONSIVE, and will not be awarded.

2. Bids received after the time and date specified as the Bid Opening Date, will not be considered.
3. Bids must be prepared in INK or TYPEWRITTEN, bids submitted in pencil will be rejected.
4. **CHANGES OR CORRECTIONS** (cross outs or changes made with white-out) made to your bid, **MUST BE INITIALED. CHANGES OR CORRECTIONS WHICH ARE NOT INITIALED WILL BE DISQUALIFIED.**

STATEMENT OF BIDDER'S QUALIFICATIONS (page 1 of 2)

This form will be used in assessing Bidder's Qualifications and will be used to determine if bid submitted is from a responsible bidder. State law designates that contracts be awarded to the lowest responsible qualified bidder. Factors such as past performance, integrity of the bidder, conformity to the specifications, etc. will be used in evaluating bids.

BIDDER'S NAME: _____
ADDRESS: _____

Number of years company has been engaged in business under this name: _____ years
 List any contract awards to your company by the State of Connecticut within the last three (3) years, THAT YOU ACTUALLY PERFORMED SERVICES AGAINST. Indicate which State Agency, and provide contract Name and Number, and the name and telephone number of the purchasing agent administering the contract.

Contract No.	Contract Name	State Agency	Purch. Agent	Telephone
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

List any contract awards to your company by the State of Connecticut within the last three (3) years. Indicate which State Agency, and provide contract Name and Number, and the name and telephone number of the purchasing agent administering the contract.

Contract No.	Contract Name	State Agency	Purch. Agent	Telephone
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

List other names your company goes by: _____

List previous company name(s): _____

List four completed projects similar in nature to this INVITATION TO BID which demonstrates your company's ability to perform the required services.

	Company Name and Address	Telephone No.	Dollar Value
1.	_____	_____	_____
	_____	_____	_____
2.	_____	_____	_____
	_____	_____	_____
3.	_____	_____	_____
	_____	_____	_____

STATEMENT OF BIDDER'S QUALIFICATIONS (page 2 of 2)

COMPANY NAME: _____

General Information about the Company

Size of Company or Corporation:

Number of Employees: Full Time _____ Part Time _____
Total Asset Value _____
Equipment Asset Value _____

OWNER/OPERATOR _____ PARTNERSHIP _____ CORPORATION _____ MINORITY _____

Is your company registered with the Office of the Connecticut Secretary of the State?
YES _____ **NO** _____ Registration Date, if available _____.

If requested, would your company provide a "Good Standing" Certificate issued by the Connecticut Secretary of State's Office? **YES** _____ **NO** _____

List of equipment to be used for this service (include Model, Year and Manufacturer):

MODEL	YEAR	MANUFACTURER
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Please attach an additional sheet(s) if necessary)

Please list any relevant certifications, licenses, registrations, etc., which qualify your company to meet the requirements of this bid.

(Please attach an additional sheet(s) if necessary)

Please list any administrative actions either pending review by the State, or determinations that the State has made regarding your company or corporation. This should include court judgments, and pending suits by a State or Federal Court. Include in your statement a listing of O.S.H.A. violations, and actions or orders ending or resolved with any State Agency such as The Department of Consumer Protection, The Department of Environmental Protection, etc. Please detail this information on a separate sheet of paper. Such information should be for the last three (3) years.

I HERBY CERTIFY THAT ALL THE INFORMATION SUPPLIED IS COMPLETE AND TRUE.

Print Name and Signature

Title

Date

NORWALK COMMUNITY COLLEGE
BID PRICING
SNOW PLOWING SERVICES

Snow Plowing including sanding, salting, and application of ice melter:

- Up to 1” \$ _____/Storm
- 1” – 4” \$ _____/Storm
- 5” – 11” \$ _____/Storm
- 12” – 15” \$ _____/Storm
- Additional Cost Per inch over 15” \$ _____/Inch

Authorized-additional sanding, salting and deicing \$ _____/Application

Authorized-additional plowing of entrances and thruways and drains \$ _____/Per Hour

Snow removal and/ or sanding to be completed by 8:00 AM. The number of inches will be determined by the national weather service for costal Connecticut. **Drifting will not be taken into consideration.**

Vendor Contact Person(s)

1. Name: _____
Telephone: _____

2. Name: _____
Telephone: _____

Emergency Telephone Numbers:

Business # _____ Cell # _____
Firm _____ FEIN _____
Address _____
Name _____
(print) Signature Date

BID BOND

KNOWN AL MEN MBY THESE PRESENTS, that we _____
as Principal, and _____
as Surety, are held and firmly bound unto the Norwalk Community College, hereinafter called the College,
in the penal sum of _____ PERCENT(_____%) OF THE TOTAL AMOUNT OF THE BID of the
Principal submitted to the said College for the work described below for the payment of which sum in
lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITON OF THIS OBLIGATON IS SUCH that whereas the Principal has submitted the
accompanying bid dated _____20_____, for _____

NOW THEREFORE, IF THE Principal shall not withdraw said bid within the period specified therein after
the opening of the same, or if no period be specified, within sixty (60) days after said opening; and if the
specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a
written contract with the College, in accordance with the bid as accepted and give bond with good and
sufficient surety or sureties; as may be required, for the faithful performance and proper fulfillment of such
contract and for the payment for labor and materials used for the performance of the contract, or in the
event of the withdrawal of said bid within the period specified or the failure to enter into such contract and
give such bonds within the time specified, if the Principal shall pay the College the difference between the
amount specified in said bid and the amount for which the College may procure the required work and/ or
supplies, if the latter amount be in the excess of the former, together with all costs incurred by the College
in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full
force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or
addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the
specifications accompany the same, shall in any way affect its obligation under this bond, and it does
hereby waive notice of any such change, extension of time, alteration or addition to the terms of said
contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the College and judgment is recovered, the Surety shall pay
all costs incurred by the College in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF the above-bound parties have executed this instrument under their several seals
this _____ day of _____, 20 _____, the name and corporate seal of
each corporate party being hereto affixed and these presents duly signed by its undersigned representative,
pursuant to authority of its governing body.

(Corporate Seal)

Principal
By _____
Title _____

(Corporate Seal)

Surety
By _____
Title _____

(Attach Attorney-in-Fact Certificate)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the NORWALK COMMUNITY COLLEGE by resolution passed _____, 20_____, has awarded to _____, hereinafter designated to as the "Principal," a contract for the work described as follow:

WHEREAS, said Principal is required under the terms of said contract t furnish a bond for the faithful performance of said contract,

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the NORWALK COMMUNITY COLLEGE, hereinafter called the COLLEGE, in the penal sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that is the above-bounded Principal, his or heirs, executors, administrators, successors or assigns, shall in all thing stand to and abide by and well and truly keep and perform, the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the times and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the College, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulated and agrees that no change, extension of time, alteration or addition to the terms of the contract or the work t be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

In the event suit is brought upon this bound by the College and judgment is recovered, the Surety shall pay all costs incurred by the College in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the _____ day of _____, 20_____.

Principal

By _____

Surety

By _____
Attorney-in-Fact

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

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

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

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

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

This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.

ACKNOWLEDGMENT OF CONTRACT COMPLIANCE NOTIFICATION TO BIDDERS

INSTRUCTION: Bidder must sign acknowledgment below, and return this form to the awarding agency
with the bid proposal.

The undersigned duly authorized representative of the bidding vendor acknowledges receiving and reading a copy of the **NOTIFICATION TO BIDDERS**. *(Please print name under signature line.)*

Signature

Title

Date

On behalf of:

Vendor Name

Street Address

City

State

Zip

Federal Employee Identification Number
(FEIN/SSN)

This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.

INSTRUCTIONS AND OTHER INFORMATION

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

1) Definition of Small Contractor

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

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

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

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

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

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

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

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

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

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

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

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

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.

Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

(Page 3)

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black__ Hispanic__ Asian American__ American Indian/Alaskan Native__ Iberian Peninsula__ Individual(s) with a Physical Disability__ Female__
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes__ No__
Other Locations in Ct. (If any)	- DAS Certification Number _____

PART II - Bidder Nondiscrimination Policies and Procedures

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

Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__ 1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary) 1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__
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PLEASE COMPLETE REVERSE SIDE

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

PART V - Bidder Hiring and Recruitment Practices

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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