



**ADDENDUM NO. 1  
Issued March 5, 2007**

**TO**

**“REQUEST FOR QUALIFICATIONS  
FOR  
CONSULTING, ENGINEERING AND LAND SURVEYING  
SERVICES”**

**(Bid Number 2007EO001)**

**(RFQ Issued February 5, 2007)**

**Note:** Bidder is required to acknowledge this and all Addenda in Section 6(a) of the Proposal Form.

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This Addendum consists of the Connecticut Resources Recovery Authority’s (CRRA) changes to the RFQ Documents to reflect changes in the campaign contribution restrictions and administration of the small business and minority/woman/disabled person business enterprise certification program. This addendum also provides responses to written questions that have been received by CRRA through February 28, 2007, the deadline for questions as specified in the RFQ.

**1. Campaign Contribution Restrictions**

Effective February 8, 2007, the Connecticut General Assembly enacted and the Governor signed legislation that amends the requirements related to Connecticut’s Campaign Contribution Restrictions. The legislation, among other things, eliminates the Campaign Contribution Restriction Affidavit (SEEC Form SC 3) and the List Of Principals (SEEC Form SC 3A).

All references to the two foregoing SEEC Forms in all of the RFQ documents should be disregarded. In particular, please note the following:

- (a) In the Instructions To Firms, subsection (g) of Section 8, "Proposal Contents," is deleted;
- (b) In the Proposal Form, subsection (e) of Section 13, "Attachments," is deleted; and
- (c) In the Consulting, Engineering And Land Surveying Services Agreement, subsections (f), (g) and (h) of Section 7.2, "Campaign Contribution Restrictions," are deleted.

A revised Proposal Form reflecting the deletion of Section 13 (c) is attached to this Addendum No. 1 and a revised Proposal Form in Microsoft Word format is available for downloading on CRRA's web site under the "Business Opportunities" page at <http://www.crra.org>.

## **2. Certification Of Small Contractors And Minority/Woman/Disabled Person Business Enterprises**

Responsibility for the certification of firms as small contractors and/or minority/woman/disabled person business enterprises has been shifted from the Department of Economic and Community Development (DECD) to the Department of Administrative Services (DAS).

All references in the "Questionnaire Concerning Affirmative Action, Small Business Contractors and Occupational Health and Safety" to the "Department of Economic and Community Development" and to "DECD" should be changed to "Department of Administrative Services" and to "DAS," respectively.

A revised "Questionnaire Concerning Affirmative Action, Small Business Contractors and Occupational Health and Safety" reflecting the above changes is attached to this Addendum No. 1 and a revised "Questionnaire" in Microsoft Word format is available for downloading on CRRA's web site under the "Business Opportunities" page at <http://www.crra.org>.

In addition, Section 7.11, "Small Contractor Application," of the "Consulting, Engineering and Land Surveying Services Agreement" is amended to read as follows:

"At the request of CRRA and if Consultant qualifies, Consultant shall apply with the State of Connecticut Department of Administrative Services and do all that is necessary to make itself qualify, as a Small Contractor and/or Minority/Woman/Disabled Person Business Enterprise in accordance with Section 4a-60g of the *Connecticut General Statutes*."

### 3. Questions And Answers

The following written questions were received by CRRA by February 28, 2007. CRRA's response is provided to each question.

1.	Question	Does the 40-page limit for proposals specified in the Instructions To Firms include CRRA forms? Does the page limit hold regardless of the number of Categories of Services for which the proposal is submitted? Does the page limit refer to single-sided or double-sided pages? Are tabs and covers included in the page count?
	Answer	<p><i>[Please note that most of the following was included in the Information Notice CRRA issued on February 21, 2007. However, the response has been expanded to include additional questions that were received concerning the page limit subsequent to issuance of the Information Notice and other changes have been made.]</i></p> <p>On Page 2-7 of the Instructions To Firms, CRRA indicated that the entire proposal could not exceed forty (40) pages.</p> <p>CRRA is hereby modifying that requirement at follows:</p> <p style="padding-left: 40px;">“The entire proposal shall not exceed forty (40), double-sided pages. The page limit does not include CRRA-required forms (i.e., the “Proposal Form,” the “Payment Rate Schedule Form,” the “Questionnaire Concerning Affirmative Action, Small Business Contractors and Occupational Health and Safety,” the “Affidavit of Third Party Fees” and the “Background Questionnaire”) and the brief resumes of individuals who would be assigned to work with CRRA (see Question 3 of the “Issues and Questions to Be Addressed,” Page 5-1). Neither does the page limit include tabs and covers inserted into the proposal. In addition, firms proposing to be considered for more than one Category Of Services may add fifteen (15) pages to the total for each additional Category Of Services for which they are proposing. For example, the page limit for a firm proposing to be considered for all six Categories Of Services would be 115 pages (the 40-page base amount plus 15 pages for each of the 5 additional Categories Of Services). Brief and concise answers are encouraged. Page limits are intended to set limits, not targets. Proposals should be prepared on 8½ x 11 inch paper using at least 10 point type with standard margins.”</p>
2.	Question	Clarify how many copies of a proposal must be submitted.
	Answer	A firm should submit one proposal in response to the RFQ, regardless of the number of categories of services for which the firm wishes to be considered. A proposal consists of one original and the number of copies specified in the table on page 2-5 of the “Instructions to Firms” for the

		<p>number of Categories Of Services for which the firm wishes to be considered. For example, a firm that wishes to be considered for three Categories Of Services would submit one original of its proposal and four copies of the proposal.</p> <p>The requirements concerning the number of proposals specified in this RFQ are different from the way CRRA handled this subject in the past. CRRA is using the method described above and in the RFQ in an effort to reduce the burden on firms responding to the RFQ. Under the present process, a firm need only submit one set of forms and one set of resumes regardless on the number of Categories Of Services for which it wants to be considered. In the past, a firm would have had to submit forms and resumes for each Category Of Services for which it wished to be considered.</p>
3.	Question	What is the budget for the six Categories Of Services for the next three years and how much has been spent in each Category for the previous three years?
	Answer	CRRA does not budget nor does it account for expenditures based on the Categories Of Services specified in the RFQ.
4.	Question	Are proposers to submit all of the pages of the "Proposal Form" or just the pages on which the proposer needs to fill in information?
	Answer	Proposers must fill out the "Proposal Form" and submit all of the pages of the "Proposal Form." The specification of particular pages in the "Instructions to Proposers" is included simply to remind proposers of the places where they must provide information. As indicated in the answer to Question 1, above, the pages in the "Proposal Form" are not included in the page limit for proposals.
5.	Question	Are proposers to include in their proposals Page 4-1 of the "Payment Rate Schedule Form?"
	Answer	Proposers should fill out the "Payment Rate Schedule Form" and include it, including Page 4-1 of the "Payment Rate Schedule Form," in their proposals. As indicated in the answer to Question 1, above, the pages in the "Payment Rate Schedule Form" are not included in the page limit for proposals.
6.	Question	What type of information is CRRA looking for in the "Staff Level" column of the "Payment Rate Schedule Form?"
	Answer	A proposer should enter into the "Staff Level" column of the "Payment Rate Schedule Form" an indication of the pay grade for a particular employee under the pay grade system used by the proposer.

7.	Question	For the Environmental Consulting Category, how important to the selection process is it for a firm to have a physical presence in Connecticut?
	Answer	The goal of CRRA's selection process for each Category Of Services is to identify and enter into contracts with the firms that are best able to provide the types of services included in that Category, regardless of where the firm is located. If proximity to a site were a consideration in any particular service within a Category, it would pertain only to that particular service and not to the Category as a whole.
8.	Question	Does the "No Limitation On Damages" section of the Agreement mean that a firm's liability is completely unlimited? For example, if a firm carries a \$2 million liability policy and there is a \$10 million claim, is the firm responsible for the remaining \$8 million?
	Answer	Yes. If a resultant loss is due to negligence by the consultant, it is the intent of Section 6.7, "No Limitation On Damages," of the "Consulting, Engineering And Land Surveying Services Agreement" that a firm's liability related to that loss is completely unlimited.
9.	Question	Does the language stating that CRRA will not accept joint proposals mean that sub-consultants are prohibited?
	Answer	<p>CRRA uses the RFQ process to identify and contract with individual firms that have expertise in particular areas (i.e., the Categories Of Services and the examples of each Category specified in the RFQ documents.). However, CRRA recognizes that consultants with which it has contracts may need to employ sub-consultants for particular types of work for which the consultant has entered into a specific Request For Services (RFS) with CRRA. CRRA has used and will continue to use the RFS process to review and approve specific sub-consultants. If there are sub-consultants that a proposer would use for specific aspects of a Category Of Services for which it wishes to be considered, proposer should identify and disclose those sub-consultants in its proposal. However, selection of a proposer by CRRA for a contract does not in any way indicate CRRA's approval of the use of any of the sub-consultants identified and disclosed in the proposal.</p> <p>CRRA does not require that a firm it selects for a particular Category Of Services have expertise in all of the areas specified in the "Scope of Services" for that Category Of Services. CRRA may select a firm pursuant to this RFQ just because it has expertise in one of the subcategories of services specified for that Category Of Services in the "Scope of Services."</p>

<b>10.</b>	Question	How many contracts will be awarded per Category Of Services? How will the required work be distributed among each contract for each Category if there are multiple contracts for each Category.
	Answer	<p>CRRA has not and does not intend to set a limit on the number of contracts that will be awarded in any particular Category Of Services. CRRA selects the firms that CRRA has determined, based on the proposals submitted in response to the RFQ, are well qualified to provide the types of services specified for each Category Of Services and with whom CRRA has determined it would be in CRRA's interest to have available to do particular work in the Category when and if a need for such work arises.</p> <p>CRRA does not guarantee to any firm with which it enters into a contract pursuant to this RFQ any work.</p>
<b>11.</b>	Question	Can CRRA provide an EEO-1 Form for proposers to use?
	Answer	<p>The EEO-1 Form is a form required by U.S. Equal Employment Opportunity Commission from certain firms. The form and requirements and instructions related to it can be found at the following location:</p> <p><a href="http://www.eeoc.gov/eo1survey/index.html">http://www.eeoc.gov/eo1survey/index.html</a>.</p>
<b>12.</b>	Question	In reference to Section 2.10 of the "Consulting, Engineering and Land Surveying Services Agreement," does the phrase ". . . Consultant shall not render service to another which would . . . be in conflict with the interests of CRRA . . ." restrict a consultant from undertaking research for the Environmental Protection Agency (EPA) that may provide the basis for EPA to change regulations pertaining to landfills and could require CRRA (and other landfill owners/operators) to change their practices?
	Answer	As the situation is presented in the question, CRRA does not see a conflict. However, proposers should disclose any situations similar to the above in their proposals. If CRRA enters into a contract as a result of this RFQ and a situation similar to the above arises, the consultant must disclose the situation to CRRA. CRRA reserves the right to reach a different conclusion based on the specific facts associated with any similar situation.

<b>13.</b>	Question	In reference to Section 2.10 of the “Consulting, Engineering and Land Surveying Services Agreement,” does the phrase “. . . Consultant shall not render service to another which would either be in conflict with the interests of CRRA or . . .” restrict a consultant from undertaking work for a private waste management company which work may result in increasing private disposal capacity that would compete indirectly with CRRA facilities?
	Answer	As the situation is presented in the question, CRRA does not see a conflict. However, proposers should disclose any situations similar to the above in their proposals. If CRRA enters into a contract as a result of this RFQ and a situation similar to the above arises, the consultant must disclose the situation to CRRA. CRRA reserves the right the reach a different conclusion based on the specific facts associated with any similar situation.
<b>14.</b>	Question	In reference to Section 2.10 of the “Consulting, Engineering and Land Surveying Services Agreement,” does the phrase “. . . Consultant shall not render service to another which would either be in conflict with the interests of CRRA or . . .” restrict a consultant from providing services to a private waste management firm under the following scenario: the private waste management firm enters into negotiations with CRRA with regard to a site or project; the site or project may or may not have had prior involvement by the consultant; the consultant has not done any prior work on the site or project for CRRA; the consultant is asked by the private waste management firm to provide technical services related to the site or project for the private waste management firm in its negotiations with CRRA?
	Answer	As the situation is presented in the question, CRRA does not see a conflict. However, proposers should disclose any situations similar to the above in their proposals. If CRRA enters into a contract as a result of this RFQ and a situation similar to the above arises, the consultant must disclose the situation to CRRA. CRRA reserves the right the reach a different conclusion based on the specific facts associated with any similar situation.

15.	Question	In reference to Section 2.10 of the “Consulting, Engineering and Land Surveying Services Agreement,” does the phrase “. . . Consultant shall not render service to another which would either be in conflict with the interests of CRRA or . . .” restrict a consultant from providing remedial investigation and feasibility study services to a group of potentially responsible parties (PRPs) for a Superfund site located outside of Connecticut when CRRA is a minor PRP at the site, but is not participating in the cleanup process and when the consultant has never provided services to CRRA with respect to the Superfund site?
	Answer	As the situation is presented in the question, CRRA does not see a conflict. However, proposers should disclose any situations similar to the above in their proposals. If CRRA enters into a contract as a result of this RFQ and a situation similar to the above arises, the consultant must disclose the situation to CRRA. CRRA reserves the right the reach a different conclusion based on the specific facts associated with any similar situation.



# PROPOSAL FORM

**PROJECT:** General

**CONTRACT NUMBER:** \_\_\_\_\_ (To be filled in later by CRRA)

**CONTRACT FOR:** Consulting, Engineering And Land Surveying Services Agreement

**BIDS/PROPOSALS SUBMITTED TO:** Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103-1722

## 1. CATEGORY(IES) OF SERVICES FOR WHICH PROPOSAL SUBMITTED

In the table below, place a check mark in the box for each Category Of Services for which the proposer wishes to be considered. (The Scope Of Services for each Category is described in Exhibit A of the Agreement and should be consulted before checking the box for any Category Of Services.)

<input type="checkbox"/>	<b>General Engineering Services</b>
<input type="checkbox"/>	<b>Resource Recovery and Recycling Consulting and Engineering Services</b>
<input type="checkbox"/>	<b>Environmental Consulting and Engineering Services</b>
<input type="checkbox"/>	<b>Landfill Consulting and Engineering Services</b>
<input type="checkbox"/>	<b>Solid Waste Consulting Services</b>
<input type="checkbox"/>	<b>Land Surveying</b>

## 2. DEFINITIONS

Unless otherwise defined herein, all terms that are not defined and used in this Proposal Form (a "Proposal") shall have the same respective meanings assigned to such terms in the Contract Documents.

## 3. TERMS AND CONDITIONS

The undersigned (the "Proposer") accepts and agrees to all terms and conditions of the Request For Qualifications, Instructions To Proposers, the Agreement and any Addenda to any such documents. This Proposal shall remain open and subject to acceptance for one hundred twenty (120) days after the Proposal due date.

If CRRA issues a Notice Of Award to Proposer, Proposer shall within ten (10) days after the date thereof:

- (a) Execute the required number of counterparts of the non-negotiable Agreement;
- (b) Deliver to CRRA such executed counterparts and all other Contract Documents attached to the Notice Of Award along with any other documents required by the Contract Documents; and
- (c) Satisfy all other conditions of the Notice Of Award.

#### **4. PROPOSER'S OBLIGATIONS**

Proposer proposes and agrees, if this Proposal is accepted by CRRA and CRRA issues a Notice Of Award to Proposer, to the following:

- (a) To perform, furnish and complete all the Services as specified or indicated in the Contract Documents and Agreement for the applicable prices, rates and/or costs set forth in this Proposal and in accordance with the terms and conditions of the Contract Documents and Agreement; and
- (b) At the request of CRRA and if the successful Proposer qualifies, to apply with the State of Connecticut Department of Economic and Community Development, and do all that is necessary to make itself qualify, as a Small Contractor and/or Minority/Women/Disabled Person Business Enterprise in accordance with Section 32-9e of the *Connecticut General Statutes*.

#### **5. PROPOSER'S REPRESENTATIONS CONCERNING NON-NEGOTIABILITY OF THE AGREEMENT**

In submitting this Proposal, Proposer acknowledges and agrees that the terms and conditions of the Agreement (including all Exhibits thereto), as included in the RFQ, are non-negotiable, and Proposer is willing to and shall, if CRRA accepts its Proposal for the Services and issues a Notice Of Award to Proposer, execute such Agreement. However, CRRA reserves the right to negotiate with Proposer over Proposer's price and rates for the Services submitted on its Proposal Payment Rate Schedule Form.

#### **6. PROPOSER'S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS**

In submitting this Proposal, Proposer represents that:

- (a) Proposer has thoroughly examined and carefully studied the RFQ package documents and the following Addenda, receipt of which is hereby acknowledged (list Addenda by Addendum number and date):

Addendum Number	Date Issued

- (b) Without exception the proposal is premised upon performing, furnishing and completing the Services required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures (if any) that may be shown, indicated or expressly required by the Contract Documents;
- (c) Proposer is fully informed and is satisfied as to all Laws and Regulations that may affect cost, progress, performance, furnishing and/or completion of the Services;
- (d) Proposer has studied and carefully correlated Proposer's knowledge and observations with the Contract Documents and such other related data;
- (e) Proposer has given CRRA written notice of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in the Contract Documents and the written resolutions thereof by CRRA are acceptable to Proposer;
- (f) If Proposer has failed to promptly notify CRRA of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in the Contract Documents, such failure shall be deemed by both Proposer and CRRA to be a waiver to assert these issues and claims in the future;
- (g) Proposer is aware of the general nature of work to be performed by CRRA and others that relates to the Services for which this Proposal is submitted;
- (h) The Contract Documents are generally sufficient to indicate and convey understanding by Proposer of all terms and conditions for performing, furnishing and completing the Services for which this Proposal is submitted.

**7. PROPOSER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE**

In submitting this Proposal, Proposer acknowledges and agrees that Proposer shall not use any information made available to it or obtained in any examination made by it in connection with this RFQ in any manner as a basis or grounds for a claim or demand of any nature against CRRA arising from or by reason of any variance which may exist between

information offered or so obtained and the actual materials, conditions, or structures encountered during performance of any of the Services.

#### **8. PROPOSER'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES**

In submitting this Proposal, Proposer acknowledges and agrees that CRRA is exempt from all State of Connecticut taxes and assessments, including sales and use taxes. Accordingly, Proposer shall not charge CRRA any State of Connecticut taxes or assessments at any time in connection with Proposer's performance of this Agreement, nor shall Proposer include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. Proposer represents and warrants that no State of Connecticut taxes or assessments were included in any rates, costs, prices or other charges presented to CRRA in any bid, proposal or other submittal to CRRA in connection with this RFQ.

#### **9. PROPOSER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION**

In submitting this Proposal, Proposer:

- (a) Recognizes and agrees that CRRA is subject to the Freedom of Information provisions of the *Connecticut General Statutes* and, as such, any information contained in or submitted with or in connection with Proposer's Proposal is subject to disclosure if required by law or otherwise; and
- (b) Expressly waives any claim(s) that Proposer or any of its successors and/or assigns has or may have against CRRA or any of its directors, officers, employees or authorized agents as a result of any such disclosure.

#### **10. PROPOSER'S REPRESENTATIONS CONCERNING NON-COLLUSION**

By submission of this Proposal, the Proposer, together with any affiliates or related persons, the guarantor and any joint ventures, hereby represents that, under risk of termination of the Agreement, if awarded, to the best of its knowledge and belief:

- (a) The prices in the Proposal have been arrived at as the result of an independent business judgment without collusion, consultation, communication, agreement or otherwise for the purpose of restricting competition, as to any matter relating to such prices and any other person or company;
- (b) Unless otherwise required by law, the prices that have been quoted in this Proposal have not, directly or indirectly, been knowingly disclosed by the Proposer prior to "opening" to any other person or company;
- (c) No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit, or not to submit, a Proposal for the purpose of restricting competition;

- (d) Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; and
- (e) Proposer has not sought by collusion to obtain for itself any advantage for the Services over any other Proposer for the Services or over CRRA.

## **11. PROPOSER'S REPRESENTATIONS CONCERNING RFQ FORMS**

By submission of this Proposal, the Proposer, together with any affiliates or related business entities or persons, the guarantor and any joint ventures, hereby represents that, under risk of termination of the Agreement, if awarded, all of the forms included in the RFQ that are submitted to CRRA as part of its Proposal are identical in form and content to the preprinted forms in the RFQ except that information requested by the forms has been inserted in the spaces on the forms provided for the insertion of such requested information.

## **12. PROPOSER'S WAIVER OF DAMAGES**

Proposer and all its affiliates and subsidiaries understand that by submitting a Proposal, Proposer is acting at its and their own risk and Proposer does for itself and all its affiliates, subsidiaries, successors and assigns hereby waive any rights any of them may have to receive any damages for any liability, claim, loss or injury resulting from:

- (a) Any action or inaction on the part of CRRA or any of its directors, officers, employees or authorized agents concerning the evaluation, selection, non-selection and/or rejection of any or all proposals by CRRA or any of its directors, officers, employees or authorized agents;
- (b) Any agreement entered into for the Services (or any part thereof) described in the Contract Documents; and/or
- (c) Any award or non-award of a contract for the Services (or any part thereof) pursuant to the Contract Documents.

## **13. ATTACHMENTS**

The following documents are attached hereto and made a part of this Bid:

- (a) The completed Proposal Payment Rate Schedule Form;
- (b) Answers to the Issues And Questions To Be Addressed with a written answer provided to each question and each answer beginning on a new page;
- (c) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health and Safety, which has been completely filled out by the Proposer;
- (d) Affidavit of Third Party Fees, which has been completely filled out by Proposer and signed before a Notary Public or Commissioner of the Superior Court; and

- (e) Background Questionnaire, which has been completely filled out by the Proposer and signed before a Notary Public or Commissioner of the Superior Court.

**14. NOTICES**

Communications concerning this Proposal should be addressed to Proposer at the address set forth below.

Proposer Name:	
Proposer Contact:	
Title:	
Address:	
Telephone Number:	
Fax Number:	
E-Mail Address:	

**15. ADDITIONAL REPRESENTATION**

Proposer hereby represents that the undersigned is duly authorized to submit this Proposal on behalf of Proposer;

**AGREED TO AND SUBMITTED ON** \_\_\_\_\_, 200\_\_

Name of Proposer (Firm):	
Signature of Proposer Representative:	
Name (Typed/Printed):	
Title (Typed/Printed):	



**QUESTIONNAIRE CONCERNING AFFIRMATIVE  
ACTION, SMALL BUSINESS CONTRACTORS AND  
OCCUPATIONAL HEALTH AND SAFETY**

Because CRRA is a political subdivision of the State of Connecticut, it is required by various statutes and regulations to obtain background information on prospective contractors prior to entering into a contract. The questions below are designed to assist CRRA in procuring this information. Many of the questions are required to be asked by RCSA 46a-68j-31. For the purposes of this form, "Contractor" means Bidder or Proposer, as appropriate.

	Yes	No
1. Is the Contractor an Individual? <i>If you answered "Yes" to Question 1, skip to Question 2. If you answered "No" to Question 1, proceed to Question 1A and then to Question 2.</i>	<input type="checkbox"/>	<input type="checkbox"/>
1A. How many employees does the Contractor have? <input type="text"/>		
2. Is the Contractor a Small Contractor based on the criteria in Schedule A? <i>If you answered "Yes" to Question 2, proceed to Question 2A and then to Question 3. If you answered "No" to Question 2, skip to Question 3.</i>	<input type="checkbox"/>	<input type="checkbox"/>
2A. Is the Contractor registered with the DAS as a Certified Small Business? <i>If you answered "Yes" to Question 2A, please provide a copy of your Set-Aside Certificate.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the Contractor a MWDP Business Enterprise based on the criteria in Schedule B? <i>If you answered "Yes" to Question 3, proceed to Question 3A and then to Question 4. If you answered "No" to Question 3, skip to Question 4.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3A. Is the Contractor registered with DAS as a MWDP Small Business?	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the Contractor have an Affirmative Action Plan? <i>If you answered "Yes" to Question 4, proceed to Question 4A and then to Question 5. If you answered "No" to Question 4, skip to Question 4B and then to Question 5.</i>	<input type="checkbox"/>	<input type="checkbox"/>
4A. Has the Affirmative Action Plan been approved by the CHRO?	<input type="checkbox"/>	<input type="checkbox"/>
4B. Will the Contractor develop and implement an Affirmative Action Plan?	<input type="checkbox"/>	<input type="checkbox"/>
5. Does the Contractor have an apprenticeship program complying with RCSA 46a-68-1 through 46a-68-17?	<input type="checkbox"/>	<input type="checkbox"/>
6. Has the Contractor been cited for three or more willful or serious violations of any occupational safety and health act?	<input type="checkbox"/>	<input type="checkbox"/>
7. Has the Contractor received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the issuance of this Request For Bids/Proposals/Qualifications?	<input type="checkbox"/>	<input type="checkbox"/>
8. Has the Contractor been the recipient of one or more ethical violations from the State of Connecticut Ethics Commission during the three-year period preceding the issuance of this Request For Bids/Proposals/Qualifications?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will subcontractors be involved? <i>If you answered "Yes" to Question 9, proceed to Question 9A. If you answered "No" to Question 9, you are finished with the questionnaire.</i>	<input type="checkbox"/>	<input type="checkbox"/>
9A. How many subcontractors will be involved? <input type="text"/>		

## LIST OF ACRONYMS

RCSA	-	Regulations of Connecticut State Agencies
CHRO	-	State of Connecticut Commission on Human Rights and Opportunities
DAS	-	State of Connecticut Department of Administrative Services
MWDP	-	Minority/Women/Disabled Person

## FOOTNOTE

- <sup>1</sup> If the Contract is a "public works contract" (as defined in Section 46a-68b of the Connecticut General Statutes), the dollar amount exceeds \$50,000.00 in any fiscal year, and the Contractor has 50 or more employees, the Contractor, in accordance with the provisions of Section 46a-68c of the Connecticut General Statutes, shall develop and file an affirmative action plan with the Connecticut Commission on Human Rights and Opportunities.

## SCHEDULE A CRITERIA FOR A SMALL CONTRACTOR

Contractor must meet all of the following criteria to qualify as a Small Contractor:

1. Has been doing business and has maintained its principal place of business in the State for a period of at least one year immediately preceding the issuance of the Request For Bids/Proposals/Qualifications;
2. Has had gross revenues not exceeding ten million dollars in the most recently completed fiscal year;
3. Is headquartered in Connecticut; and,
4. At least 51% of the ownership of the Contractor is held by a person or persons who are active in the daily affairs of the business and have the power to direct the management and policies of the business.

## SCHEDULE B CRITERIA FOR A MINORITY/WOMAN/DISABLED PERSON BUSINESS ENTERPRISE

Contractor must meet all of the following criteria to qualify as a Minority/Woman/Disabled Person Business Enterprise:

1. Satisfies all of the criteria in Schedule A for a Small Contractor;
2. 51% or more of the business and/or its assets must be owned by a person or persons who are minorities as defined in Connecticut General Statutes Section 32-9n (please see below) or is an individual with a disability;
3. The Minority/Woman/Disabled Person must have the power to change policy and management of the business; and,
4. The Minority/Woman/Disabled Person must be active in the day-to-day affairs of the business.

## CONNECTICUT GENERAL STATUTES SECTION 32-9n

Sec. 32-9n. Office of Small Business Affairs. (a) There is established within the Department of Economic and Community Development an Office of Small Business Affairs. Such office shall aid and encourage small business enterprises, particularly those owned and operated by minorities and other socially or economically disadvantaged individuals in Connecticut. As used in this section, minority means: (1) Black Americans, including all persons having origins in any of the Black African racial groups not of Hispanic origin; (2) Hispanic Americans, including all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race; (3) all persons having origins in the Iberian Peninsula, including Portugal, regardless of race; (4) women; (5) Asian Pacific Americans and Pacific islanders; or (6) American Indians and persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.