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February 2, 2021

VIA ELECTRONIC AND U.S. MAIL

The Honorable William Tong
Attorney General, State of Connecticut
165 Capitol Avenue
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RE: Bid Dispute - State Project No. 077-0240 – Manchester Buckley Elementary School

Dear Attorney General Tong:

I write to request your intervention to stop the persistent effort by the Office of Policy Management (“OPM”) and municipalities to circumvent statutory public bidding requirements for Connecticut financed school construction projects. In 2017, the State/Department of Administrative Services (“DAS”) advertised and accepted bids from four contractors to perform demolition and hazardous material abatement work based on contracts for an indefinite delivery and indefinite quantity of work on an emergency basis (the “IDIQ” or “emergency” contracts). These contracts have a term that ends in 2022. We have been advised that OPM directed municipalities to use the IDIQ contractors to perform the demolition and abatement work on at least six school construction projects. We objected to that for several specific projects and OPM has advised us that it stopped the practice. However, we have been advised that OPM now advises municipalities that the State will not reimburse the municipality for certain work unless the municipality utilizes a contractor off the State’s emergency asbestos abatement contractor list. The work is not necessitated by emergencies. That process circumvents the statutory public bidding process.

We, along with Don Shubert of Connecticut Construction Industries Association (“CCIA”), initiated and have had a continuing dialog with OPM about this practice. OPM has conceded the practice is not permissible under Connecticut Statutes and has advised that it will provide a policy statement that utilizing contractors off the emergency list is not lawful. Yet, to our knowledge, and despite requests for copies of same, such notice has never been provided and municipalities report that OPM continues to encourage the practice. If anything, the use of this practice seems more widespread and at a critical juncture 2021 procurement cycle. Typically, school construction projects are normally bid at this time of year so work can commence when school lets out in the spring. If this problem is not addressed immediately, 2021 projects could face

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unnecessary delay. We seek your assistance as Attorney General to require OPM and municipalities seeking contribution from the State for school reconstruction projects to follow the laws of our state and publicly bid all elements of school construction projects.

By way of background, we first became aware of the State's promotion of this practice in April of 2020. At that time, demolition and abatement work for the New London High School was awarded in a no bid process to a contractor on the IDIQ contract list. Contemporaneously, OPM attempted to require Groton to not award the demolition and abatement work to the low responsive bidders based on the publicly solicited bids for the Cutler and West Side Elementary Schools and award the work to a contractor on the emergency list, notwithstanding the fact that the proposed IDIQ contractor bid each of these projects and was not the low bidder on either project. OPM then attempted to utilize a contractor on the emergency list for a school project in Bristol. After objection, the Bristol project was awarded to the lowest responsible bidder. Most recently, OPM attempted the same for a school project in Norwalk and for the Buckley Elementary School in Manchester.

Norwalk was initially prepared to follow OPM's direction, enforced through the threat of refusal of state reimbursement, but it subsequently put the work out for public bid (and it should be noted that the contractors on the emergency list who bid that project were not the low bidder). After initially proposing to award the demolition and abatement work to one IDIQ contractor, Manchester still appears committed to using an IDIQ contractor for the work.

Each municipality with which we have spoken has directly pointed at OPM direction and/or suggestions as the basis for their actions. For each of these projects, the state is providing very substantial reimbursement. For your convenience, I attach copies of the correspondence to Mr. Josh Geballe, Commissioner of the Department of Administrative Services and Secretary Melissa McCaw, of OPM alerting them to the issue.

The Connecticut statute is unusually clear and direct regarding the public bidding requirement for school construction projects. Pursuant to Conn. Gen. Stat. Sec. 10-287(b)(1), all projects that are partially funded by the State of Connecticut are subject to the mandatory public bidding process. Specifically, the statute reads:

All orders and contracts for school building construction receiving state assistance under this chapter, except as provided in subdivisions (2) to (4), inclusive, of this subsection, **shall be awarded to the lowest responsible qualified bidder only after a public invitation to bid**, which shall be advertised in a newspaper having circulation in the town in which construction is to take place, except for (A) school building projects for which the town or regional school district is using a state contract pursuant to subsection (d) of section 10-292, and (B) change orders, those contracts or orders costing less than ten thousand dollars and those of an emergency nature, as determined by the Commissioner of Administrative Services, in which cases the contractor or vendor may be selected by negotiation, provided no local fiscal regulations, ordinances or charter provisions conflict.

There is no ambiguity. The Bid Package must be advertised to the public though a publicly

advertised invitation to bid. The statutory provision contains no mechanism by which a municipality can excuse itself from this requirement absent some genuine emergency. There is no regulation or law permitting any municipality to negotiate or otherwise limit the list of bidders to the four contractors that bid the emergency IDIQ contracts. The IDIQ contracts do not cover the scope of work normally involved in the school reconstruction projects. In the most recent case, the Buckley Elementary School project, the bid package for demolition and abatement is already prepared. The Town advertised and either has or will accept bids for all other sections of work, except the demolition and abatement work. The Town need only publish the advertisement and wait for the bids. As the work is not intended to start until late spring or early summer, a change in the procurement process will cause no delay to this project.

We have discussed this issue directly with the Town Attorney of Manchester and his staff attorneys. The Town Attorney reports that they are awaiting instruction from the State.

For the foregoing reasons I ask that you investigate the effort to skirt the public bidding process and also inform the Town of Manchester, and any other municipality, that moving forward all elements of school construction projects funded by the State must be publicly bid. OPM's actions to date have attempted to steer (and partially succeeded in steering to IDIQ contractors) work with a value between \$10,000,000 and \$12,000,000 in no bid contracts for school construction. We ask your assistance to assure that the State and its political subdivisions follow the requirements of its own laws. As Manchester is actively privately speaking with contractors on the emergency list, we ask that you undertake this review as quickly as possible to avoid another violation of state law.

I look forward to your response.

Sincerely,

/s/ Raymond A. Garcia

Raymond A. Garcia

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Enclosure: 15 pages



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January 26, 2021

VIA ELECTRONIC MAIL

Honorable Jay Moran
Mayor of the Town of Manchester
41 Center Street
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Mr. Ryan P. Barry, Esq.
Town of Manchester Attorney
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RE: Bid Dispute - State Project No. 077-0240 – Manchester Buckley Elementary School

Dear Hon. Jay Moran and Mr. Ryan P. Barry,

I am writing you to follow up to my January 13, 2021 correspondence and my subsequent phone conversations with Mr. Tim O'Neil on Friday, January 22, 2021 regarding the Town of Manchester's (the "Town") requisition of a demolition and abatement contractor for the Buckley School Project (the "Buckley Project"). I have been told the Town has not yet secured a demolition contractor for the Buckley Project Building demolition and abatement work detailed in Bid Package No. 1.01 (the "Bid Package"), I have been advised that the Town is actively soliciting bids for the Bid Package only from the four contractors on the State Indefinite Delivery Indefinite Quantity Contract No. 16PSX0110 (the "State IDIQ Contract"). I have been told that this process was followed because it was the direction of OPM and thought of as the way to control project cost and replace the prospects of change orders. The process the Town has used is in direct violation of state bidding laws and the Town ordinances and Charter.

My understanding and the basis for this letter is that instead of publicly bidding this work as the Town has for every other trade package, the Town is limiting the bidding for the demolition and abatement work on the Project to a list of four contractors detailed in the State IQIQ Contract for emergency asbestos, lead, mold, and hazardous materials abatement services. The Town's proposed method for soliciting proposals for the Bid Package work on the Buckley Project is

inappropriate as a matter of law and must be abandoned because it violates the public bidding process provided for in Conn. Gen. Stat. Sec. 10-287(b)(1). It will cost more money as well.

Pursuant to Conn. Gen. Stat. Sec. 10-287(b)(1), all projects that are partially funded by the State of Connecticut are subject to the mandatory public bidding process. Specifically, the Statute reads:

All orders and contracts for school building construction receiving state assistance under this chapter, except as provided in subdivisions (2) to (4), inclusive, of this subsection, **shall be awarded to the lowest responsible qualified bidder only after a public invitation to bid**, which shall be advertised in a newspaper having circulation in the town in which construction is to take place, except for (A) school building projects for which the town or regional school district is using a state contract pursuant to subsection (d) of section 10-292, and (B) change orders, those contracts or orders costing less than ten thousand dollars and those of an emergency nature, as determined by the Commissioner of Administrative Services, in which cases the contractor or vendor may be selected by negotiation, provided no local fiscal regulations, ordinances or charter provisions conflict.

Conn. Gen. Stat. § 10-287(b)(1). The statute is clear. There is no ambiguity. The Bid Package must be sent to a public invitation to bid. This statutory provision contains no mechanism by which a municipality can obviate itself from this requirement absent an applicable exception. Since no exceptions apply, bidders for this work cannot be limited to a limited list of preferred state contractors.

The State IDIQ Contract does not authorize the Town to follow any other procedure. In my January 13, 2021 letter, I advised your office that the State IDIQ Contract unequivocally does not cover the scope of work contained in the Bid Package. Therefore, the Town is categorically barred from utilizing a contract inapplicable in scope to the Bid Package and in place of a public invitation to bid. However, in yet again another attempt to avoid the public bidding process, I am told that the Town is seeking private bids from a select group of four contractors. This process is the direct antithesis of the public bidding procedure called for in Conn. Gen. Stat. Sec. 10-287(b)(1). Like the Town's past attempts to utilize the State IDIQ Contract, bidding the Buckley Project demolition and abatement work through a private process completely ignores the unambiguous public bidding language contained in Connecticut's General Statutes and as adopted by the Legislature.

For the foregoing reasons I ask that the Town immediately cease its attempts to retain a demolition and abatement contractor by utilizing any manner other than through an open and honest public bidding process to select a lowest responsible bidder. This is the only appropriate

January 26, 2021

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method to retain a contractor for this work and is the method the Town has utilized for every other trade on the Buckley Project.

I look forward to your response.

Sincerely,

Raymond A. Garcia

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January 13, 2021

VIA ELECTRONIC MAIL

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RE: Bid Dispute - State Project No. 077-0240 – Manchester Buckley Elementary School

Dear Hon. Jay Moran and Mr. Ryan P. Barry,

This letter follows up on my January 6, 2021 letter, my phone conversation with Mr. Barry on Friday, January 8, 2021, and the Webex meeting with Deputy Secretary Kosta Diamantis of the Office of Policy and Management (“OPM”) held at 1:30 pm on Monday January 11, 2021 which I attended along with Tim O’Brien, John Butts, Don Shubert and Stephen Goldblum.

The issue confronted is whether the Town of Manchester was encouraged by OPM to use the so-called State indefinite delivery/indefinite quantity contracts (“State IDIQ Contracts”) as a substitute for publicly bidding work on school reconstruction projects such as the Town of Manchester’s (the “Town”) Buckley School Project (the “Buckley Project”). In our view, and as a matter of law, it is never appropriate or justified for municipalities to utilize State IDIQ Contracts to perform demolition and hazardous waste abatement work on school renovation projects unless there is some dire emergency affecting health and safety. As you know, despite inviting bids for every other trade package for the Buckley Project, the Town did not solicit bids for the Building Abatement and Demolition work contained in Bid Package No. 1.01 (the “Bid Package”). We have been advised, and the Town has confirmed, that the Town intends to utilize State of Connecticut, Department of Administrative Services (the “DAS”) IDIQ Contract No. 16PSX0110 (the “Contract 16SX0110”) in a manner inconsistent with State Statute and the express terms of said contract.

Pursuant to Conn. Gen. Stat. Sec. 10-287(b)(1), all projects that are partially funded by the State of Connecticut are subject to the mandatory public bidding process. It is uncontroverted fact that the Buckley Project is being funded by the State of Connecticut. Therefore, the mandatory public bidding process prescribed by the statute applies to the Buckley Project. The Town cannot as a matter of law, unilaterally or at the suggestion of OPM decide to forego this process and instead utilize a State IDIQ Contract. Furthermore, Sec. 5-22 of the Town's Charter mandates that before any contract for construction is entered, opportunity shall be given for competitive bidding under such rules and regulations as the Board of Directors or the Board of Education may establish. We are not aware of any authorization by the Town Boards to use a State IDIQ Contract for the Buckley Project. Moreover, on several occasions Mr. Diamantis from OPM and Mr. Kopetz from the DAS said they do not favor the use of State IDIQ Contracts over the public bidding process.

We have been advised that the Town's rationale for utilizing Contract 16SX0110 is an attempt to avoid a phantom cost forecasting problem created by alleged underbid or "low ball" proposals and the change orders these bids may ultimately require. However, there is no evidence that any such practice has ever taken place. For the Buckley Project, not only will utilizing Contract 16SX0110 fail to solve this purported problem, but as the State IDIQ Contract does not cover the same scope of work as the Bid Package, this requisition strategy will necessitate an immediate change order for the base contract work.

A review of the unit prices contained in Contract 16SX0110 demonstrate the complete absence of parity between the State IDIQ Contract and the scope of work in Buckley Bid Package. Specifically, the Bid Package includes the following items within its defined Scope of Work:

B. SPECIFIC:

Furnish all labor, material and equipment necessary to complete all work that is described in the following Sections of the Specifications, or is shown on the drawings and relates to one of the following Specification Sections but is not referenced in a Specification Section. This Scope of Work also includes any work indicated on the Drawings to be completed by this Trade Contractor unless modified by addendum, Paragraph II (Special Instructions) or Paragraph III (Exclusions):

023000 Soil Investigation Data
024119 Selective Demolition
028100 Transport and Disposal of Hazardous Material
028213 Asbestos Abatement
028313 Lead Paint Activity
028433 Removal and Disposal of Polychlorinated Biphenyls
TRC Hazmat Inspection

While the Bid Package requires selective demolition, soil investigation, and TRC Hazmat Inspections, the State IDIQ Contract has absolutely no unit prices for this work. Moreover, the State IDIQ Contract provides no pricing model for the removal and disposal of polychlorinated biphenyls (“PCB’s”) and does not contain a single fleeting reference to this hazardous material.

The attempt by the Town is also a violation of the public policy underlying this State IDIQ Contract. The clear purpose of the State IDIQ Contract is to provide the State with a method to procure abatement services during an emergency. The Buckley Project is not an emergency; it is the categorical opposite. The Buckley Project has been methodically planned, designed, and is not scheduled to commence for months. There is more than enough time for the Town to appropriately bid this work and then confirm the scope of work with potential contractors. While project scheduling is never a reason to flaunt public bidding laws, it is important to note that bidding this work will not cause the Town any undue delay in its procurement process. In fact, the Town has already created the Bid Package for this work and the scope is clearly defined.

Finally, there is no rational reason for the Town to ignore for the public bidding process for the Buckley Project Building Abatement and Demolition work. As discussed, the Town will not save time by failing to put this work out to bid. Likewise, the Town will not save money by ignoring the public bidding process. Any assertion that this requisition method is an effective cost control measure is unjustified by any factual information.

In fact, our client and other industry professions can demonstrate that failing to bid the Buckley Project will likely result in dramatically increased and uncontrolled costs. The essential problem faced by many municipalities while bidding hazardous materials abatement work is caused by the failure to test potentially contaminated materials in accordance with state and federal statutes. The failure to properly and completely test makes project budgets unreliable. More often than not, when testing is inadequate unforeseen quantities of hazardous material are discovered as work is performed. These discoveries necessitate change orders and ultimately project costs increase. In this manner, the problems faced by the Town and other municipalities are fundamentally not created by the public bidding process or the abatement contractors that rely on the inadequate preconstruction investigation. Rather, fault can only lie with those who failed to properly define the scope of work that eventually forms the basis for contractors’ bids. Inappropriately utilizing a State IDIQ contract cannot and will not solve the cost control problem. If the State IDIQ Contract is exploited, not only will your municipality be left to deal with the specter of inadequate testing, but it will also be forced to price out these issues under a contractual scheme that does not provide sufficient metrics for the work. It is clear that the Town will not realize any cost savings by utilizing the planned procurement process.

Mr. Diamantis and OPM are acutely aware of the testing issue especially when it manifests change orders. There appears to be general agreement that utilizing State IDIQ contracts cannot and will not solve this problem. Further, Mr. Diamantis recognizes that failing to bid this work and utilizing only a handful of contractors from a State list only compounds the cost control problem. As a result, Mr. Diamantis and OPM have signaled that they will tell cities and towns not to use the IDIQ contracts and will create a working group to find a solution to this testing problem.

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In summary, utilizing the State IDIQ Contract in this situation is not allowed by statute, is contrary to public policy, provides no cognizable benefit for the Town, and is not favored by OPM. For the foregoing reasons, the Town of Manchester should immediately abandon its plan to utilize the State IDIQ Contract for Bid Package No. 1.01 and should promptly bid this work through the standard bidding procedures by which all other trade packages are being procured.

I look forward to your response.

Sincerely,

/s/ Raymond A. Garcia

Raymond A. Garcia

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January 6, 2021

VIA ELECTRONIC MAIL

Honorable Jay Moran
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Town of Manchester Attorney
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RE: Bid Dispute - State Project No. 077-0240 – Manchester Buckley Elementary School

Dear Hon. Jay Moran and Mr. Ryan P. Barry,

The undersigned represents Stamford Wrecking Company (“SWC”). I am writing you to file a formal bid dispute on State Project No. 077-0240 – Manchester Buckley Elementary School. SWC is a demolition and hazardous materials abatement contractor in the State of Connecticut and performs such work for the State and its municipalities. SWC’s business depends on the State and municipal bidding systems which are prescribed both by State statute and municipal rules.

SWC has been informed that the town is hosting a “walk through” of the Buckley Elementary School for potential bidders on January 6, 2020. SWC objects to the hosting of this walkthrough without the participation of building abatement and demolition contractors. On any project, abatement and demolition are among the first steps in the critical path towards project completion. Without the participation of these prospective contractors in this walk through, and the solicitation of bids from these prospective contractors in the larger bidding process, the Town cannot logically move forward with the critical path, or the bidding of this project. Therefore, we demand that Town immediately halt the bidding process on this project until demolition and abatement contractors can participate.

This is the second formal objection our client has made to the process you seem to have adopted for the anticipated work. Our client’s first objection was delivered to your office on December 23, 2020. A copy of the same is attached for reference.

Pursuant to Conn. Gen. Stat. Sec. 10-287(b)(1), all projects that are partially funded by the State of Connecticut are subject to the mandatory public bidding process required by this section. While the Statute allows a limited exceptions for school building projects to use State contracts pursuant to subsection 10-292(d), or for those projects of an emergency nature, these exceptions are not applicable to the above referenced project. Furthermore, the Town of Manchester's Charter in Sec. 5-22 mandates that before any contract for construction is entered, opportunity shall be given for competitive bidding under such rules and regulations as the Board of Directors or the Board of Education may establish.

The bid package released to the public contains a bid form for the specific work described in the Plans and Specifications for the Project that cover demolition and hazardous material abatement. Specifically, the November 18, 2020 specifications for the project refer to "Bid Package Number 1.01 Building Abatement and Demolition". Our client has been advised that Bid Package 1.01 is not being publicly bid but rather the Town intends to inappropriately utilize the State's emergency contracts. While the Town is competitively bidding all the other work for the Buckley Elementary School project, it is apparent that there is planned demolition and abatement work that will not be publicly bid as required by state and local law. While we understand that the basis for the plan to ignore the public bidding process is allegedly cost control, this rationale is irrelevant (and also unjustified by any factual information) as the Town of Manchester, does not possess the authority to ignore State statute. Moreover, the utilization of the State emergency contracts is inappropriate for a nonemergency contract. For the record, it is also clear that the Town will not realize any cost savings by utilizing the inappropriate requisition method it intends to use for the demolition and abatement work on this project.

I look forward to your response.

Sincerely,

/s/ Raymond A. Garcia

Raymond A. Garcia

Enclosure: 3 pages
RAG/jak

Stamford Wrecking Company

Demolition & Remediation Contractor
State of Connecticut SBE

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December 23, 2020

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Re: OPM / Town Efforts to Circumvent Public Bidding Requirements on School Projects

Dear Commissioner, Geballe, Secretary McCaw, Mayor Moran, and Mr. Kopetz:

Stamford Wrecking Company (“SWC”) is an active company engaged in the demolition and hazardous material abatement business in Connecticut. It has been in business continuously for 96 years. It actively bids and performs such work for the State and local governments. SWC depends heavily on the State and municipal bid system which is prescribed by state statutes and local regulations.

For the last 12 months, the Executive branch of State of Connecticut has attempted to change the bid system for demolition and hazardous material abatement work and not follow the bid system upon which SWC is dependent. It appears to us that the proposed changes cannot be accomplished except with approval and action of the State Legislature. To date, no legislative action has approved the process that the Office of Policy and Management (“OPM”) has apparently implemented. We have discussed this with OPM through our counsel. We have

discussed this through DAS through counsel as well. We now issue formal notice to you that we object to the process OPM seems to be directing that municipalities follow that does not follow the state statutory scheme for bidding and awarding school reconstruction work.

In April 2020, SWC participated in a round of bidding for work on a school in Groton, CT. After submitting a bid and being recognized as the lowest responsive bidder we were told that the work would be given to AAIS Corporation of West Haven, CT ("AAIS"). On April 29, 2020, SWC wrote to Commissioner Geballe and Secretary McCaw about an effort to circumvent the public bidding requirements for school construction projects in Groton and New London. After notice of the impropriety of using the emergency list, the Groton projects were awarded to the lowest bidder after public bid. The New London work, however, was not. Since that time, we have been advised that the public bidding process was circumvented for a school project in Bristol, Connecticut. We have now been advised that a similar circumvention is presently being attempted at Manchester's Buckley Elementary School - State Project No. 077-0240. We are writing to provide notice and state our objections to an effort to circumvent the lawful public bidding requirements for school construction projects.

It is our belief that the State of Connecticut, through OPM, has directed that Manchester skip the public bidding requirements and utilize the emergency response list. We note that the specification for the project is dated November 18, 2020, and contains an item referred to as "Bid Package Number 1.01 Building Abatement and Demolition". Yet, upon inquiry, we are advised that Bid package 1.01 is not being publicly bid but is intended to be performed through a State emergency contract. It is also our information that a contractor on the emergency list has also registered its complaints about the State's efforts to utilize the emergency process at Buckley Elementary for this non-emergency work.

In our April 29, 2020 letter, we noted that one of the contractors on the emergency list was AAIS which at various times was prevented from bidding on State work because it is managed by persons who were involved in the Bridgeport corruption scandal that led to the incarceration of the Mayor and other contractors. We note that AAIS's website still describes the company as a family run business since 1986 and the corporation website for the State of Connecticut has listed Marie Bannon, wife of Brian Bannon who was incarcerated because of his participation in the Bridgeport corruption scandal, as the agent for service and a company officer. We also note that the general manager is a long-time employee. While there are press releases that appeared in late 2018 advising that the company may have been sold, Marie Bannon and the general manager still seem rather prominent in the corporate management structure.

We have been in contact with the State of Connecticut Department of Health which has advised that most of the recent jobs of a nature where the emergency list should be used were awarded to AAIS and no other contractors on the emergency list. OPM's proffered rational for skirting the public bidding laws is allegedly cost control. We are writing because not only is this rational irrelevant and does not enable OPM to contravene state statute but also because using the State's emergency contract will not realize a supposed cost saving. Simply, as we explained then and as is still the case now, the law requires complete and accurate hazardous material surveys; yet, hazardous material surveys are frequently incomplete when projects are put out to bid. Once contractors (whether an emergency contractor or the low bidder) are engaged and the

previously incomplete hazardous material surveys are completed as required by law, there is additional work to be performed that was not identified at the outset of the project at additional expense. Circumventing the public bidding process is not a way to get control of this problem because, even if the survey is initially incomplete, the material is on a site must be identified in order to be handled lawfully. Requiring the consultants to fully identify the hazardous materials at sites in advance is the only way to accurately create and maintain a budget.

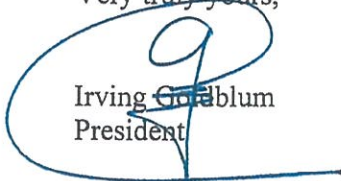
The public bidding process for school construction is required by statute. Any effort by OPM or a municipality to circumvent the proper public bidding requirements and award a no bid contract from the emergency list would be illegal.

The work on the school projects is to be funded by grants made available to the cities through OPM. The statutes which delegate authority to oversee the work to OPM also provide:

1174 (b) (1) All orders and contracts for school building construction
1175 receiving state assistance under this chapter, except as provided in
1176 subdivisions (2) to (4), inclusive, of this subsection, shall be awarded to
1177 the lowest responsible qualified bidder only after a public invitation to
1178 bid, which shall be advertised in a newspaper having circulation in
1179 the town in which construction is to take place, except for (A) school
1180 building projects for which the town or regional school district is using
1181 a state contract pursuant to subsection (d) of section 10-292, as amended
1182 by this act, and (B) change orders, those contracts or orders costing less
1183 than ten thousand dollars and those of an emergency nature, as
1184 determined by the [Commissioner of Administrative Services]
1185 secretary, in which cases the contractor or vendor may be selected by
1186 negotiation, provided no local fiscal regulations, ordinances or charter
1187 provisions conflict.

The state bidding process is intended to be open and transparent for all the lofty reasons that those concepts embody. As the documents are already out in the public domain, Stamford Wrecking Company and every other qualified bidder should be able to benefit from the statutory regime and have a full and fair opportunity to obtain work created through the expenditure of State funds. We also ask that, as the use of the emergency list for non-emergency purposes appears to be a continuing problem, that your offices require OPM to follow the statutory requirements now and moving forward.

Very truly yours,



Irving Grubblum
President

Stamford Wrecking Company

Demolition Contractor
State of Connecticut SBE

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April 29, 2020

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Re: OPM Efforts to Circumvent Public Bidding Requirements on School Projects

Dear Commissioner Geballe and Secretary McCaw:

We are writing to provide notice and state our objections to an effort to circumvent the lawful public bidding requirements for school construction projects.

Stamford Wrecking Company ("Stamford") bid two projects in response to Invitation to Bidders for the following projects (the "Projects"):

- Cutler Elementary School, Groton CT, State Project No. 059-0188-N ("Cutler")
- West Side Elementary School, Groton CT, State Project No. 059-189-N ("West Side")

Stamford was the low bidder on West Side and the second lowest bidder on the Cutler project for the demolition and asbestos abatement, Division 2.02 of the applicable specifications. The Projects were subject to extensive design and review, then put out to public bid in the ordinary course.

It has come to our attention that the State of Connecticut, through the Office of Policy and Management ("OPM"), has made overtures to Groton encouraging Groton to award the demolition and asbestos abatement work for the Projects to someone other than the low responsive bidders who provided specific bids for the specific work on the Projects. It is our information that OPM has intervened and potentially directed Groton to award the work to a contractor on the Emergency Bid List - not the low bidder for the work based on the invitation to bidders for the Projects.

We have further been advised that one of the contractors on the Emergency Bid List is AAIS Corporation of West Haven, CT (“AAIS”). We note that in 2001, AAIS was not allowed to submit a bid to be considered for this list. We note that AAIS’s website still describes the company as a family run business since 1986 and the corporation website for the State of Connecticut has listed Marie Bannon, wife of Brian Bannon who was incarcerated as a result of his participation in the Bridgeport corruption scandal, as the agent for service and a company officer. We also note that the general manager is a long-time employee. While there are press releases that appeared in late 2018 advising that the company may have been sold, Marie Bannon and the general manager still seem rather prominent in the corporate management structure.

It should be noted that as these Groton Projects were publicly bid and so the contractors on the emergency list had a full and fair opportunity to participate in the bid for this work. Notwithstanding this opportunity, only two of the four contractors on the list did submit bids for the work, and neither of those contractors were the low bidder on either Project. Any effort by OPM to circumvent the proper public bidding requirements and award a no bid contract from the emergency list would be illegal, a violation of the bid statutes and practices in the State of Connecticut.

Apparently, upon overtures from OPM, the City of New London also has plans to award demolition and asbestos abatement work on one of its school renovation projects to AAIS based on AAIS’s status as a party with a contract with the State for work based on the Emergency Bid List. (City of New London, Additions and Renovations to New London High School, State Project No. 095-090). It is our understanding that the OPM which now oversees school construction is directing this process; which process has improperly precluded qualified bidders such as Stamford from bidding this public work.

The work on the school projects is to be funded by grants made available to the cities through OPM. The statutes which delegate authority to oversee the work to OPM also provide:

1174 (b) (1) All orders and contracts for school building construction
1175 receiving state assistance under this chapter, except as provided in
1176 subdivisions (2) to (4), inclusive, of this subsection, shall be awarded to
1177 the lowest responsible qualified bidder only after a public invitation to
1178 bid, which shall be advertised in a newspaper having circulation in
1179 the town in which construction is to take place, except for (A) school
1180 building projects for which the town or regional school district is using
1181 a state contract pursuant to subsection (d) of section 10-292, as amended
1182 by this act, and (B) change orders, those contracts or orders costing less
1183 than ten thousand dollars and those of an emergency nature, as
1184 determined by the [Commissioner of Administrative Services]
1185 secretary, in which cases the contractor or vendor may be selected by
1186 negotiation, provided no local fiscal regulations, ordinances or charter
1187 provisions conflict.

Based on the available information, no bidders other than the bidders that submitted bids in response to the Invitations to Bid for the referenced school Projects submitted bids which

comply with the above cited statutes. Stamford submitted a bid responsive to the invitations to bid for the two Groton Projects. The contractors on the Emergency List did not comply with the statute as written above. There is no provision of the local law applicable in Groton or New London which can change the operation of the foregoing statute. Accordingly, the Groton bids must be awarded in accordance with public bidding requirements and New London must be put out to public bid.

Very truly yours,

A handwritten signature in blue ink, appearing to be 'Irving Goldblum', is written over the typed name. The signature is stylized and somewhat circular.

Irving Goldblum
President