

**STATE OF CONNECTICUT  
DEPARTMENT OF CORRECTION  
PURCHASING DEPARTMENT  
24 Wolcott Hill Road  
Wethersfield, CT 06109**

# **INVITATION TO BID**

*SPECIFICATIONS & BID DOCUMENTS ATTACHED*

*BID NO: 19DOC0510AA BID OPEN DATE & TIME: February 14, 2019 at 2 p.m.*

*PURCHASING CONTACT: Lisa LeFrancois PHONE #: 860-692-7725*

*BID CLASS/SUB-CLASS & DESCRIPTION: 0040 – Repair Shower Wall/Floor  
Epoxy Coverings*

**IMPORTANT NOTES:**

**MANDATORY PRE-BID MEETING: Thursday, January 31, 2019 @ 9:00 a.m.  
at Corrigan CI, 986 Norwich New London TPK, Uncasville, CT 06382**

Please email your confirmation of attendance by January 28, 2019, to  
[LisaM.LeFrancois@ct.gov](mailto:LisaM.LeFrancois@ct.gov) by. For security clearance purposes include the  
names and birth dates of all attendees. If you do not confirm your attendance  
you will not be allowed to enter the facility and place a bid.

**BID IS TO BE MAILED OR DROPPED OFF ONLY AS A SEALED BID ONLY.  
FAXES AND/OR E-MAIL OR LATE BIDS WILL NOT BE ACCEPTED.  
BIDS WILL BE OPENED PRIVATELY.**

*RETURN BID TO:* **Department of Correction  
24 Wolcott Hill Road  
Wethersfield, CT 06109  
ATTN: Lisa LeFrançois**

*QUESTIONS MAY  
BE FAXED OR      Fax: 860-692- 6879  
E-MAILED TO:    [LisaM.LeFrancois@Ct.Gov](mailto:LisaM.LeFrancois@Ct.Gov)*

**NOTES: Posting Date January 22, 2019**

**STATE OF CONNECTICUT**  
**DEPARTMENT OF CORRECTION**  
**BIDDER'S CHECKLIST**

THIS FORM IS NOT TO BE RETURNED WITH YOUR BID. HOWEVER, IT IS SUGGESTED THAT YOU REVIEW AND CHECK OFF EACH ACTION AS YOU COMPLETE IT.

- The Bid Proposal must be signed by a duly authorized representative of the company (unsigned bids are automatically rejected) and the **Exhibit B Price Schedule** must be included with your bid.
- The bid prices you have offered in **Exhibit B** have been reviewed and verified.
- The price extensions and totals have been checked. (In case of discrepancy between unit prices and total prices, the unit price will govern the bid evaluation).
- Any errors, alterations, corrections or erasures to unit prices, total prices, etc. must be initialed by the person who signs the bid proposal or his designee. Such change made and not initialed means automatic rejection of bid.
- The payment terms are NET 45 Days. Net Terms for periods less than 45 days (Ex. Net 30) may result in bid rejection. (You may offer cash discounts for prompt payment.) *Exception:* State of CT Small Business Set-Aside bids payment terms shall be in accordance with CGS 32-09h.
- Reference **Exhibit A** for any technical or descriptive literature, drawing or bid samples that are required have been included with the bid.
- The delivery information block has been completed. (Be specific: In most cases, "as ordered" or "as required" is not complete information.)
- Any addenda to the bid have been signed and included.
- The bid is to be mailed or hand-delivered in time to be received no later than the designated opening date and time. Late bids are not accepted under any circumstances. Please allow enough time if mailing in your bid.
- Read, sign and return the Department of Correction's Security Regulations for Contract Forces form (2 pages) with your Bid Proposal.
- All CHRO forms (4 pages) must be completed entirely regardless of the number of employees, even if the company is family owned and/or operated and must be submitted with each bid or bid may be rejected.
- Complete, sign and notarize the OSHA CERTIFICATE OF COMPLIANCE form.
- Complete and sign the BIDDER'S STATEMENT OF QUALIFICATIONS.
- VENDOR NAME MUST APPEAR ON ALL BID DOCUMENTS.
- **VERIFY THE FOLLOWING FORMS ARE INCLUDED IN YOUR BID PACKAGE:**
  - BID PROPOSAL - 2 PAGES / COMPLETE AND SIGN
  - EXHIBIT B – PRICE SCHEDULE – REVIEW AND COMPLETE
  - BIDDER'S STATEMENT OF QUALIFICATIONS - 2 PAGES / COMPLETE AND SIGN
  - SECURITY REGULATIONS - 2 PAGES / REVIEW AND SIGN
  - CHRO FORMS - 4 PAGES / COMPLETE AND SIGN
  - OSHA CERTIFICATE OF COMPLIANCE - COMPLETE, SIGN AND NOTARIZE
  - CERTIFICATE OF AUTHORITY – COMPLETE AND SIGN
  - NONDISCRIMINATION CERTIFICATION FORM A - FOR INDIVIDUALS  
1 PAGE - COMPLETE AND SIGN - **OR**  
NONDISCRIMINATION CERTIFICATION FORM B - FOR ENTITIES - 1 PAGE
  - BID ADDENDUM (IF APPLICABLE) – REVIEW & SIGN

**STATE OF CONNECTICUT  
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**STANDARD BID AND CONTRACT TERMS AND CONDITIONS**

**All Invitations For Bids issued by the awarding agency of the State of Connecticut will bind Bidders to the terms and conditions listed below, unless specified otherwise in any individual Invitation For Bids.**

**Incorporated by reference into this contract are applicable provisions of the Connecticut General Statutes including but not limited to Sections 4a-50 through 4a-80 and applicable provisions of the Regulations of Connecticut State Agencies including but not limited to Sections 4a-52-1 through 4a-52-30.**

**The contractor agrees to comply with the statutes and regulations as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.**

**Submission of Bids**

Bids must be submitted on forms supplied by the awarding state agency or as otherwise specified.

1. The time and date bids are due is given in each bid issued. Bids received after the specified time and date shall not be considered.
2. Incomplete bid forms may result in the rejection of the bid. Amendments to bids received by the awarding state agency after the time specified for opening of bids shall not be considered. The original proposal schedule shall be returned to the awarding state agency. Bids shall be computer prepared, typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids shall be rejected. The person signing the bid proposal or their authorized designee must initial errors, alterations or corrections on the original proposal schedule. In the event an authorized designee initials the correction, there must be written authorization from the person signing the bid proposal to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of bid for those items erased, altered or corrected and not initialed.
3. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the invitation for bids.
4. Alternate bids will not be considered. An alternate bid is defined as one which is submitted in addition to the bidders primary response to the invitation for bids.
5. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the bid, and subject only to cash discount.
6. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices.
7. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.
8. By its submission the Bidder represents that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.

**Guaranty or Surety**

9. Bid and or performance bonds may be required. Bonds must meet the following requirements: Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all the partners and indicate they are "doing business as"; Individual - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

**Samples**

10. Accepted bid samples do not supersede specifications for quality unless sample is superior in quality. All deliveries shall have at least the same quality as the accepted bid sample.

**STATE OF CONNECTICUT  
DEPARTMENT OF CORRECTION  
PURCHASING DEPARTMENT**

**STANDARD BID AND CONTRACT TERMS AND CONDITIONS**

**Award**

11. Award will be based on quality of the articles or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility.
12. Procurement Services or the awarding state agency may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.
13. The awarding state agency may correct inaccurate awards resulting from clerical or administrative errors.

**Contract**

14. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship.
15. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the Department of Administrative Services and the awarding state agency.
16. Bidders have ten days after notice of award to refuse acceptance of the award; after ten days the award will be binding on the Contractor. If the Contractor refuses to accept the award within the ten-day period, the award will be made to the next lowest responsible qualified bidder.
17. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority for the awarding state agency to purchase these commodities or services on the open market. The Contractor agrees to promptly reimburse the State for excess cost of these purchases. The purchases will be deducted from the contracted quantities.
18. Rejected commodities must be removed by the Contractor from State premises within 48 hours. Immediate removal may be required when safety or health issues are present.
19. Contractor agrees to: hold the State harmless from liability of any kind for the use of any copyright or uncopyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract; guarantee their products against defective material or workmanship; repair damages of any kind, for which they are responsible to the premises or equipment, to their own work or to the work of other contractors; obtain and pay for all licenses, permits, fees etc. and to give all notices and comply with all requirements of city or town in which the service is to be provided and to the State of Connecticut; to carry proper insurance to protect the State from loss.
20. Notwithstanding any provision or language in this contract to the contrary, the Commissioner of Administrative Services or the Commissioner of the awarding state agency may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Commissioner of the Department of Administrative Services or the Commissioner of the awarding state agency, however, no compensation for lost profits shall be allowed.

**Delivery**

21. All products and equipment delivered must be new unless otherwise stated in the bid specifications.
22. Delivery will be onto the specified State loading docks by the Contractor unless otherwise stated in the bid specifications.
23. Deliveries are subject to re-weighing on State sealed scales.
24. Payment terms are net 45 days after receipt of goods or invoice, whichever is later, unless otherwise specified.

**STATE OF CONNECTICUT**  
**DEPARTMENT OF CORRECTION**  
**PURCHASING DEPARTMENT**

**STANDARD BID AND CONTRACT TERMS AND CONDITIONS**

25. Charges against a Contractor shall be deducted from current obligations. Money paid to the State by the Contractor shall be payable to the Treasurer, State of Connecticut.

**Saving Clause**

26. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The Contractor will give written notice of the cause and probable duration of any such delay.

**Advertising**

27. Contractors may not reference sales to the State for advertising and promotional purposes without the prior approval of the Department of Administrative Services, Procurement Services.

**Rights**

28. The State has sole and exclusive right and title to all printed material produced for the State and the contractor shall not copyright the printed matter produced under the contract.

29. The Contractor assigns to the State all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

31. Contractor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The Contractor also agrees that it will hold the State harmless and indemnify the State from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations.

32. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of P.A. 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

Incorporated by reference into this contract is Section 4-61dd(g)(1) and 4-61dd(3) and (f) of the Connecticut General Statutes which prohibits contractors from taking adverse action against employees who disclosed information to the Auditors of Public Accounts or the Attorney General.

**Contractor(s) shall be required to complete and sign project contract upon award.**

**STATE OF CONNECTICUT  
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STANDARD BID AND CONTRACT TERMS AND CONDITIONS**

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**Incorporated by reference into this contract are applicable provisions of the Connecticut General Statutes including but not limited to Sections 4a-50 through 4a-80 and applicable provisions of the Regulations of Connecticut State Agencies including but not limited to Sections 4a-52-1 through 4a-52-30.**

**The contractor agrees to comply with the statutes and regulations as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.**

**Submission of Bids**

Bids must be submitted on forms supplied by the awarding state agency or as otherwise specified.

1. The time and date bids are due is given in each bid issued. Bids received after the specified time and date shall not be considered.
2. Incomplete bid forms may result in the rejection of the bid. Amendments to bids received by the awarding state agency after the time specified for opening of bids shall not be considered. The original proposal schedule shall be returned to the awarding state agency. Bids shall be computer prepared, typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids shall be rejected. The person signing the bid proposal or their authorized designee must initial errors, alterations or corrections on the original proposal schedule. In the event an authorized designee initials the correction, there must be written authorization from the person signing the bid proposal to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of bid for those items erased, altered or corrected and not initialed.
3. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the invitation for bids.
4. Alternate bids will not be considered. An alternate bid is defined as one which is submitted in addition to the bidders primary response to the invitation for bids.
5. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the bid, and subject only to cash discount.
6. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices.
7. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.
8. By its submission the Bidder represents that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.

**Guaranty or Surety**

9. Bid and or performance bonds may be required. Bonds must meet the following requirements: Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all the partners and indicate they are "doing business as"; Individual - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

**Samples**

10. Accepted bid samples do not supersede specifications for quality unless sample is superior in quality. All deliveries shall have at least the same quality as the accepted bid sample.

11. Samples are furnished free of charge. Bidder must indicate if their return is desired, provided they have not been made useless by test. Samples may be held for comparison with deliveries.

**Award**

12. Award will be based on quality of the articles or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility. The State reserves the right to award by item, group of items or total bid, and reserves the right to procure materials from the most economical source of acceptable supply. The State reserves the right to reject any and all bids or parts thereof, waive technicalities and to make awards in a manner deemed in the best interest of the State.

13. Procurement Services or the awarding state agency may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.

14. The awarding state agency may correct inaccurate awards resulting from clerical or administrative errors.

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15. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship.

16. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the Department of Administrative Services and the awarding state agency.

17. Bidders have ten days after notice of award to refuse acceptance of the award; after ten days the award will be binding on the Contractor. If the Contractor refuses to accept the award within the ten-day period, the award will be made to the next lowest responsible qualified bidder.

18. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority for the awarding state agency to purchase these commodities or services on the open market. The Contractor agrees to promptly reimburse the State for excess cost of these purchases. The purchases will be deducted from the contracted quantities.

19. Rejected commodities must be removed by the Contractor from State premises within 48 hours. Immediate removal may be required when safety or health issues are present.

20. Contractor agrees to: hold the State harmless from liability of any kind for the use of any copyright or uncopyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract; guarantee their products against defective material or workmanship; repair damages of any kind, for which they are responsible to the premises or equipment, to their own work or to the work of other contractors; obtain and pay for all licenses, permits, fees etc. and to give all notices and comply with all requirements of city or town in which the service is to be provided and to the State of Connecticut; to carry proper insurance to protect the State from loss.

21. Notwithstanding any provision or language in this contract to the contrary, the Commissioner of Administrative Services or the Commissioner of the awarding state agency may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Commissioner of the Department of Administrative Services or the Commissioner of the awarding state agency, however, no compensation for lost profits shall be allowed.

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29. The State has sole and exclusive right and title to all printed material produced for the State and the contractor shall not copyright the printed matter produced under the contract.

30. The Contractor assigns to the State all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

31. Contractor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The Contractor also agrees that it will hold the State harmless and indemnify the State from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations.

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Incorporated by reference into this contract is Section 4-61dd(g)(1) and 4-61dd(3) and (f) of the Connecticut General Statutes which prohibits contractors from taking adverse action against employees who disclosed information to the Auditors of Public Accounts or the Attorney General.

**Contractor(s) shall be required to complete and sign "State of Connecticut Contract for General Letter Purchases" form upon award of bid.**



**STATE OF CONNECTICUT  
DEPARTMENT OF CORRECTION  
PURCHASING DEPARTMENT  
24 Wolcott Hill Road  
Wethersfield, CT 06109**

**BID PROPOSAL**

Bid No: 19DOC0510A	Bid Opening Date: February 14, 2019	Bid Opening Time: 2:00 p.m.
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*Note: Bidder means Individual/Sole Proprietor, Partnership or Corporation name.*

**IMPORTANT: Both pages of this form, Sections 1 through 3 must be completed, signed and returned by the bidder as part of the bid package. Failure to submit both pages constitutes grounds for rejection of your bid.**

Section 1 of 3 - **BIDDER INFORMATION**

COMPLETE BIDDER NAME (TRADE NAME, DOING BUSINESS AS)		SSN OR FEIN NUMBER
BIDDER ADDRESS	STREET	CITY STATE ZIP CODE
CONTACT NAME (TYPED OR PRINTED)	PHONE NUMBER (INCLUDE TOLL-FREE NUMBERS)	FAX NUMBER
SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS ON BEHALF OF THE ABOVE NAMED BIDDER		DATE
TYPE OR PRINT NAME OF AUTHORIZED PERSON		TITLE OF AUTHORIZED PERSON
BIDDER E-MAIL ADDRESS	BIDDER WEB SITE	
IS YOUR BUSINESS A: <input type="checkbox"/> PROPRIETORSHIP (INDIVIDUAL) <input type="checkbox"/> PARTNERSHIP OR <input type="checkbox"/> CORPORATION? (TYPE OF CORPORATION - _____)		
IS YOUR BUSINESS <b>CURRENTLY</b> A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? <input type="checkbox"/> YES (ATTACH CERTIFICATE COPY TO BID) <input type="checkbox"/> NO		
IF YOUR BUSINESS IS A <b>PARTNERSHIP</b> , YOU <b>MUST</b> ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO THIS BID WHEN RETURNED.		
IF YOUR BUSINESS IS A <b>CORPORATION</b> , IN WHICH STATE ARE YOU INCORPORATED?		
IS YOU ARE A <b>STATE EMPLOYEE</b> , INDICATE YOUR POSITION, AGENCY NAME & ADDRESS:		
IS YOUR BUSINESS REPORTABLE TO THE IRS? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, A 1099/W2 WILL BE MAILED TO YOU AT YEAR-END.		
<b>REMITTANCE INFORMATION: IN THIS BOX, INDICATE THE REMITTANCE ADDRESS OF YOUR BUSINESS IF DEFFERENT FROM ABOVE.</b>		

**BID PROPOSAL**

**Bid No:** 19DOC0510AA

Section 2 of 3 - **IMPORTANT INFORMATION FOR BIDDERS**

**AFFIRMATION OF BIDDER: The undersigned bidder affirms and declares:**

1. That this proposal is executed and signed by said bidder with full knowledge and acceptance of the provisions of the STANDARD BID AND CONTRACT TERMS AND CONDITIONS (3 pages) of current issue and in effect on the date of bid issue. The form Standard Bid and Contract Terms and Conditions are made a part of the contract.
2. That should any part of this proposal be accepted in writing by the Department of Correction within thirty (30) calendar days from the date of bid opening unless an earlier date for acceptance is specified by bidder in proposal schedule, said bidder will furnish and deliver the commodities and/or service for which this proposal is made, in the quantities and at the prices bid, and in compliance with the provisions of the STANDARD BID AND CONTRACT TERMS AND CONDITIONS, SECURITY REGULATIONS AND PROPOSAL SCHEDULE. Should award of any part of this proposal be delayed beyond the period of thirty (30) days of an earlier date specified by the bidder in proposal schedule, such award shall be conditioned upon bidder's acceptance.
3. Acceptance of the conditions set forth herein, agreement in strict accordance therewith, and will furnish and deliver the commodities and/or services to the Department of Correction named in the PROPOSAL SCHEDULE at the prices bid therein.
4. **Should the Department of Correction determine that bidder has not completed Section 3 - Bidder Debarment and/or Suspension included as part of this document, then such determination may be just cause for disqualification from the evaluation of this bid.**

Section 3 of 3 - **BIDDER DEBARMENT AND/OR SUSPENSION**

The undersigned bidder further affirms and declares that neither the bidder and/or any company official nor any subcontractor to the bidder and/or any company official has received any notices of debarment and/or suspension from contracting with the State of Connecticut or the Federal Government.

\_\_\_ Yes \_\_\_ No

The undersigned bidder further affirms and declares that neither the bidder and/or any company official nor any subcontractor to the bidder and/or any company official has received any notices of debarment and/or suspension from contracting with other states within the United States.

\_\_\_ Yes \_\_\_ No

If the undersigned bidder and/or company official or any subcontractor to the bidder and/or any company official has received notices of debarment and/or suspension with the State of Connecticut, other states within the United States or Federal Government, said notices must be attached to this document when submitting this proposal.

Number of notices attached \_\_\_\_\_.

**SIGNATURE OF AUTHORIZED PERSON IN SECTION 1, CONSTITUTES AGREEMENT WITH ALL PROCEDURES INDICATED ABOVE.**

# **EXHIBIT A**

## **DESCRIPTION OF GOODS AND SERVICES**

### **Corrigan – Radgowski Shower Renovation Project**

Department of Correction is soliciting bids to repair existing inmate showers wall and floor epoxy coverings at Corrigan – Radgowski Correctional Institution located at 986 Norwich-New London Turnpike in the town of Montville. Listed below is the scope of work;

#### **SCOPE OF WORK:**

Inspect existing conditions and provide a corrective plan to the DOC representative for failing epoxy wall and floor coverings in inmate shower areas. Contractor shall remove any loose materials and provide the preparation of the substrate, any priming, patching and block filler materials required, furnish and apply all components of epoxy based wall and floor coating system. Match existing system epoxy coverings or equivalent to specifications. Color, chips and urethane topcoats to match existing. The contractor shall provide all necessary material and labor to complete the renovation to the shower units.

Where required demolish, removal, and repairs of any defective walls and floors materials. Contractor is responsible for portioning off the shower area to maintain a secure work area.

A pre-bid walk through is mandatory to be eligible to bid this project.

The contractor shall provide the following services in active correctional housing units. Total number of housing units is 4 (2 in Corrigan Building) (2 in Radgowski Building):

#### Codes and standards:

All the contractor work shall comply with and be in compliance with the latest building, construction and electrical codes, standards and supplements including but not limited to:

- Connecticut State building code, supplement and referenced publications.
- International Mechanical and Plumbing Code.
- American National Standards Institute(ANSI) A117.1-1992
- Department of Labor Occupational Safety & Health Administration (OSHA)
- Life Safety Code NFPA101 and State supplements
- Connecticut Dept. of Public health.

#### Existing Product Manufacturer:

- Dur-A-Flex, Inc.

#### Contract Documents:

All work pertaining to the Project shall be in accordance with the provisions of the following documents as they may exist:

- Security Regulations for Contract Forces
- Specifications
- Drawings
- Instructions to Bidders
- All SDS for all components of epoxy system
- Shop Drawing
  - Submit shop drawings to the Engineer for review. No material will be ordered or installed prior to acceptance of shop drawings by the Engineer.

- Containment:
  - The contractor is responsible for constructing a temporary barrier to keep work area secure while normal correctional activities are going on in housing unit.
  - Construction of temporary walls will be approved by a Correctional Maintenance Supervisor prior to any work being performed in secure area.
  - Temporary walls will consist of a door to gain access, and a locking means inside and outside of such containment to secure the area while occupied or unoccupied.
  - Protect any building systems from damage due to preparations and/or product application such as but not limited to; lighting, fire alarm equipment, and plumbing fixtures.
  - Contractor is responsible to supply and install any equipment to provide the proper site requirements for environmental requirements per manufacturer recommendations.
  - All areas shall be broom swept clean by the end of each work day.
  
- Demolition and Removal:
  - The contractor is responsible for removing all demolition material; including but not limited to existing bathroom walls, ceiling and flooring materials.
  - Loose and failing existing wall and floor covering shall be removed to sound substrate.
  - Dumpster location will be approved prior to container delivery to site.
  
- Concrete Block Walls:
  - All walls shall be properly prepped for application of epoxy coating in accordance to the Manufacturers recommendations.
  - Any repair and/or preparation materials will be of the approved type from manufactures specifications and installed to manufactures recommendations.
  
- Concrete Flooring:
  - All floors shall be properly prepped for application of epoxy coating in accordance to the Manufacturers recommendations.
  - Any repair and/or preparation materials will be of the approved type from manufactures specifications and installed to manufactures recommendations.
  - Where the perimeter of the substrate to be coated is not adjacent to a wall or curb, a minimum ¼” key cut shall be made to properly seat system.
  
- Epoxy Coating System:
  - Inherent chemical and abrasion resistant qualities
  - VOC compliant
  - Epoxy coating system shall be 55-60 mils with urethane coat for wall covering.
  - Epoxy coating system shall be ¼” for flooring covering.
  - Seamless and self-leveling system for flooring covering.
  
- Quality Control:
  - A meeting shall be held prior to commencement of an application of product with the Contractor, Applicator (if different than contractor) and the DOC representative to review the manufactures specifications, application procedure, quality control, environmental requirements, inspection and acceptance criteria and progression schedule.
  
- Warranty:
  - All work shall be warrantied after completion date for a period of two (2) years from any defects of system failure due to preparation and/or product deficiencies.

- Clearances and Tool Accountability:
  - All construction employees shall have submitted and cleared by the Department of Correction prior to start of project. Contractor will have but not limited to; any employee, vender, consultant, and subcontractors cleared by the Department of Correction that would be needed to complete project.
  
- Project Completion:
  - The project shall be completed within 30 days after the start of the project.

### **EXPERIENCE:**

Bidders must be an established, authorized distributor for a minimum of one (1) year for the above product line. Bidders are responsible for providing certified warranty and non-warranty repairs/service if required. Bidders must provide written confirmation of authorized distributorship from the manufacturer upon request.

### **EQUIPMENT:**

The equipment furnished will be the latest model in current production and be of quality workmanship and material. The Contractor will represent all equipment offered is new. Used, shopworn, demonstrator, prototype, discontinued models, refurbished/remanufactured, are not acceptable. All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the Contractor. All parts shall conform in strength and workmanship to the accepted standards of the industry.

### **WORKMANSHIP GUARANTEE:**

Bidders shall guarantee the goods and services against defects resulting from defective material or workmanship, and to repair any damage at no cost to the agency for a period of 2 years following successful startup of equipment.

### **BID PRICES:**

All rates shall be firm and prices shall be net including all delivery and transportation charges fully prepaid by the contractor, F.O.B. Destination.

### **DELIVERY:**

Bidders shall provide an estimated time of delivery in the section provided on Exhibit B, labeled “**Delivery**”. Forty-eight (48) hour advance notice of delivery must be provided prior to date of delivery.

The Contractor shall provide the Department with signed background check release form(s) for each employee at least 10 business days in advance of delivery, in order to provide time for a background check to confirm eligibility to be admitted on site.

Due to the location and nature of the work, the contractors shall be required to issue identification badges to each of their employees. These badges shall be worn in plain sight at all times within the confines of the Correctional Facility.

## **HOURS OF OPERATION**

The Department of Corrections facilities operate on a continual 24 hour basis, 365 days per year. Delivery shall take place Monday through Friday, during normal business hours of 8:00 a.m. to 3:00 p.m, excluding state holidays.

## **SECURITY REGULATIONS**

All persons entering a correctional facility are required to comply with the Department's Security Regulation Requirements. (See Attachment entitled "Security Regulations").

## **SECURITY CLEARANCE**

Upon award of contract, Contractor(s) are required to provide a completed "**Collect Background Report**" form for all technicians to be assigned to and/or request admittance to any of the agency's facilities.

DOC will provide a written security clearance confirmation list for individuals that have been security cleared. No technician will be granted admittance to any facility without proper clearance. Technicians are advised to carry a copy of their authorized security clearance confirmation with them at all times. Any changes in personnel must be security cleared at least **10 business days** in advance of requested admittance.

Questions relating to the Collect Background Report Form should be directed to Tracie Gadrow at telephone number 860-692-7653 or by e-mail at address [Tracie.Gadrow@ct.gov](mailto:Tracie.Gadrow@ct.gov) Completed and signed forms should be faxed to secure fax number 860-920-3081 or e-mailed to [Tracie.Gadrow@ct.gov](mailto:Tracie.Gadrow@ct.gov)

## **PURCHASE ORDER & BILLING REQUIREMENTS**

### **SERVICE TECHNICIAN REPORTS:**

The contractor shall be required to provide a completed, signed service report for each service visit.

In addition, the service reports must be legible and contain:

- 1) **Date of service.**
- 2) Location of service.
- 3) Make and Model number of equipment being serviced.
- 4) Manufacturer and Manufacturer Part No of parts being installed.
- 5) **Accurate and Complete Description of work performed.**
- 6) Technician name.
- 7) **Arrival time and Departure time (Site Labor Only).**
- 8) **Agency Purchase Order Number.**
- 9) **Agency signature.**
- 10) **A new service report shall be completed for each service visit.**

**BILLING REQUIREMENTS:** All contractor invoicing must contain:

- 1) **Purchase Order No**
- 2) Date of Service
- 3) Location of Service
- 4) Description of Work performed
- 5) Be Itemized by Service Rate, Labor Hours and/or Labor Rate (as applicable)
- 6) Be Itemized by Part Number and Part Unit pricing (if applicable)
- 7) A legible copy of the signed service report must accompany invoicing.

**Failure to comply with any of the above will delay timely vendor payment.**

## **PAYMENT TERMS**

*The State payment terms are Net 45 following delivery and/or service completion.*

## **DEPARTMENT OF CORRECTION PURCHASING AND PAYMENT ADDRESS:**

Questions regarding purchase orders from the Department of Correction should be directed to Lisa LeFrancois at telephone number (860) 692-7725.

State of CT - Department of Correction  
Attn: Purchasing Dept – Lisa LeFrancois  
24 Wolcott Hill Road  
Wethersfield, CT 06109  
e-mail: [LisaM.LeFrancois@ct.gov](mailto:LisaM.LeFrancois@ct.gov)

Payment and invoicing inquiries relating to DOC should be sent to the Accounts Payable Unit at telephone number (860) 692-7800. Invoices should be sent to the following address:

State of CT - Department of Correction  
Attn: Accounts Payable  
P.O. Box 290891  
Wethersfield, CT 06129-0891

## **ADDRESS AND BUSINESS CHANGES**

In the event that the awarded contractor moves, changes telephone number, or changes business name, it is the contractor's responsibility to advise the Department of Correction of such changes in writing. The State 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.





PRICE SCHEDULE SP-16		<b>STATE OF CONNECTICUT</b> <b>Department of Correction</b>			Bid No: <b>19DOC0510AA</b>	
Buyer Name: Lisa LeFrancois		<b>Exhibit B – Price Schedule</b>			Bidder Name:	
Telephone No: 860-692-7725		Payment Terms are Net 45. Any Deviation may result in bid rejection. Bid Prices shall include all transportation charges FOB state agency.			SSN or FEIN No:	
Ship To Address: Corrigan CI, 986 Norwich New London TPK Uncasville, CT 06382					Delivery:	
ITEM NO	DESCRIPTION OF COMMODITY AND/OR SERVICE	QTY	UNIT	UNIT PRICE	TOTAL PRICE	
1	<b>PROJECT GOAL IS TO REPAIR INMATE SHOWER WALLS AND FLOOR EPOXY COVERINGS</b>	Project Bid Price	JOB			
	Project BI-DC-519					
	<b>Mandatory Pre-bid meeting:</b> <b>Thursday, January 31, 2019 – 9:00 A.M.</b>					
	Late arrivals of more than 10 minutes will not be given credit for attendance					
	<b>Total \$</b>					
DATE SUBMI TTED:	BIDDER ADDRESS :					
AUTHORIZED SIGNATURE:				PRINTED NAME:	TITLE:	

# STATE OF CONNECTICUT

## BIDDER'S STATEMENT OF QUALIFICATIONS

**Bid Number:**  
**19DOC0510AA**

Page 1 of 2

THIS FORM WILL BE USED IN ASSESSING A BIDDER'S QUALIFICATIONS AND TO DETERMINE IF THE 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. ATTACH ADDITIONAL SHEETS IF NECESSARY

COMPANY 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 SERVICE AGAINST**. INDICATE WHICH STATE AGENCY, AND PROVIDE CONTRACT NAME AND NUMBER, AND THE NAME AND TELEPHONE NUMBER OF THE PURCHASING AGENT ADMINISTERING THE CONTRACT.

<u>CONTRACT NO.</u>	<u>CONTRACT NAME</u>	<u>STATE AGENCY</u>	<u>PURCHASING AGENT</u>	<u>TEL. NO.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

List any contract awards to your company by the State of Connecticut within the last three (3) years, **THAT YOUR COMPANY DID NOT PERFORM SERVICE AGAINST**. Indicate which State Agency, and provide contract Name and Number, and the name and telephone number of the purchasing agent administering the contract.

<u>CONTRACT NO.</u>	<u>CONTRACT NAME</u>	<u>STATE AGENCY</u>	<u>PURCHASING AGENT</u>	<u>TEL. NO.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

LIST OTHER NAMES YOUR COMPANY GOES BY: \_\_\_\_\_  
\_\_\_\_\_

LIST PREVIOUS COMPANY NAME (S) \_\_\_\_\_  
\_\_\_\_\_

LIST AT LEAST THREE COMPLETED PROJECTS SIMILAR IN NATURE TO THIS **INVITATION FOR BIDS** WHICH DEMONSTRATES YOUR COMPANY'S ABILITY TO PERFORM THE REQUIRED SERVICES.

	<u>Company Name and Address</u>	<u>Telephone No.:</u>	<u>Dollar Value:</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
	_____	_____	_____

# STATE OF CONNECTICUT

## BIDDER'S STATEMENT OF QUALIFICATIONS

<b>Bid Number:</b> 19DOC0510AA
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Page 2 of 2

COMPANY NAME: \_\_\_\_\_

SIZE OF COMPANY  
OR CORPORATION:    NUMBER OF EMPLOYEES:    FULL TIME \_\_\_\_\_    PART TIME \_\_\_\_\_

COMPANY VALUE:    EQUIPMENT ASSETS \_\_\_\_\_    TOTAL ASSETS \_\_\_\_\_

IS YOUR COMPANY REGISTERED WITH THE OFFICE OF THE CONNECTICUT SECRETARY OF 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 & MANUFACTURER):

<u>MODEL</u>	<u>YEAR</u>	<u>MANUFACTURER</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Attach additional sheets if necessary)

LIST ANY RELEVANT CERTIFICATIONS, LICENSES, REGISTRATIONS, ETC. WHICH QUALIFY YOUR COMPANY TO MEET THE REQUIREMENTS OF THIS BID.

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(Attach additional sheets if necessary)

LIST ANY ADMINISTRATIVE ACTIONS EITHER PENDING REVIEW BY THE STATE OR DETERMINATIONS THAT THE STATE HAS MADE REGARDING YOUR COMPANY OR CORPORATION. THIS WOULD INCLUDE COURT JUDGEMENTS AND SUITS PENDING BY A STATE OR FEDERAL COURT. INCLUDE A LISTING OF OSHA VIOLATIONS AND ANY ACTIONS OR ORDERS PENDING OR RESOLVED WITH ANY STATE AGENCY SUCH AS THE DEPARTMENT OF CONSUMER PROTECTION, THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, ETC. DETAIL THIS INFORMATION ON A SEPARATE SHEET OF PAPER. SUCH INFORMATION SHOULD BE FOR THE LAST THREE (3) YEARS.

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

# STATE OF CONNECTICUT

Bid No:

19DOC0510AA

## Department of Correction Contractor Security Requirements 2/20/14

### A. Facility Admittance

- (1) Contractors shall not allow any of their employees to enter the grounds of or any structures in any Department of Correction (“DOC”) facility (“Facility”) or undertake any part of the Performance unless the employees shall have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Facility.
- (2) Contractor employees who seek admittance to a DOC Facility must first undergo a background check to confirm their eligibility to be admitted into the DOC Facility. Accordingly, Contractors must obtain from the DOC a form for each such employee and complete and submit that form to DOC at least 10 business days prior to the date that the employee is scheduled to arrive at the DOC Facility for the Performance. Information on the form includes the following:
  - a) Name
  - b) Date of Birth
  - c) Social Security Number
  - d) Driver's License Number
  - e) Physical Characteristics (such as age, height, weight, etc.)

### B. Official Working Rules

Contractors shall adhere to the following Official Working Rules of the DOC:

- (1) All Contractors shall report to the Facility’s security front desk for sign-in, regardless of work location, immediately upon arrival at the Facility.
- (2) All Contractor personnel shall work under the observation of an assigned correctional officer or supervisor, who will provide escort for the duration of the work.
- (3) No verbal or personal contact with any inmates.
- (4) Equipment will be checked daily and, when not in use, locked in a secure place as the Facility officials may direct.
- (5) Hacksaws, blades and files will remain in the custody of the officer assigned, except when actually being used.
- (6) The correctional officials may refuse admittance to any Contractor personnel for any cause the correctional officials deem to be sufficient.
- (7) In the event of any emergency, all Contractor personnel will be escorted outside the Facility by correctional officials.
- (8) Contractors shall address all questions pertaining to interruptions of service or to safety of the Facility to the appropriate correctional official.
- (9) Work at the Facility shall be carried on during the time between 8:00 a.m. and 12:00 Noon and between 12:30 p.m. and 4:30 p.m., the maximum allowable working day being 8 hours.  
The Contractor shall not Perform any work at any Facility on any Saturday, Sunday or Holiday, unless DOC determines, in its sole discretion, that there is an emergency.
- (10) The Contractor shall ensure that when all equipment is not in use, it will be unusable or be supervised to prevent use by inmates.
- (11) The Contractor shall supply to DOC a copy of all material safety data sheets for all products used in the process of construction, construction materials, and products brought onto the Facility.

# STATE OF CONNECTICUT

Bid No:  
19DOC0510AA

## Department of Correction Contractor Security Requirements 2/20/14

- (12) All Contractors shall sign out at the Facility's security front desk prior to departure following completion of any work.

### C. Rules Concerning Department of Correction Facilities

Contractors shall adhere to the Facilities rules ("Facilities Rules") described in this section. At the time that Contractors and Contractor Parties seek to enter a Facility, DOC staff will present to them a document setting forth the following Facilities Rules and extracts of the laws governing the introduction and control of contraband. Contractors and Contractor Parties must read, understand and sign that document as a condition precedent to entering the Facility and as evidence that they understand the consequences imposed for violating these Facilities Rules:

#### (1) Restricted Areas

All persons except DOC personnel, upon entering the grounds are restricted to the immediate area of their work assignment. In order to go to other areas, Contractor personnel must first obtain written permission from the supervisory correctional official in charge. Only persons having official business will be admitted to construction sites.

#### (2) Inmates

There may be times when inmates may be working adjacent to or in the same area as construction personnel. All persons are prohibited from accepting or giving anything from and to an inmate. Inmates are accountable to DOC personnel only, no other person shall have any conversation or dealings with inmates without the approval of the DOC supervisory official in charge.

#### (3) Vehicle Control

Any Contractor personnel entering upon the Facility shall remove the ignition keys of their vehicle and lock the vehicle when they leave it for any reason. Contractors shall ensure that all equipment in, on or around the vehicles is secured and inaccessible to anyone else while in the Facility.

#### (4) Contraband

Contractors shall not bring clothing or contraband into or onto the Facility's grounds or leave clothing or contraband in a vehicle located on the grounds of the Facility outside of an area designated by DOC personnel. Contraband is defined below and all persons are subject to these DOC Facilities Rules concerning contraband when on the Facility's grounds.

Contractor shall not introduce into or upon, take or send to or from, or attempt the same to or from, the grounds of the Facility anything whatsoever without the knowledge of the Facility supervisor.

"Contraband" means any tangible or intangible article whatsoever which DOC has not previously authorized and may include letters, stamps, tools, weapons, papers, floor implements, writing materials, messages (written and verbal), instruments and the like. Contractors shall discuss any questions regarding such matters with the Facility supervisor immediately upon those questions arising.

Cigarettes and Cell Phones are "contraband." Accordingly, Contractors shall leave them secured inside their locked vehicles in an area designated by DOC personnel.

Failure to comply with these Facilities Rules, in the sole determination of DOC, will result in the Contractor being removed from the Facility.

# STATE OF CONNECTICUT

Bid No:  
19DOC0510AA

## Department of Correction Contractor Security Requirements 2/20/14

- D. State Laws Governing Unauthorized Conveyance, Possession or Use of Items, Weapons and Certain Devices
- (1) Unauthorized conveyance of certain items brought into the Facility is governed by Conn. Gen. Stat. Sec. 53a-174, which provides as follows:
- a) Any person not authorized by law who conveys or passes or causes to be conveyed or passed, into any correctional or humane institution or the grounds or buildings thereof, or to any inmate of such an institution who is outside the premises thereof and known to the person so conveying or passing or causing such convey or passing to be such an inmate, any controlled drug, as defined in section 21a-240, any intoxicating liquors, any firearm, weapon, dangerous instruments or explosives of any kind, any United States currency, or any rope, ladder or other instrument or device for use in making, attempting or aiding an escape, shall be guilty of a class D felony. [Penalty for a Class "D" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed five (5) years.] The unauthorized conveying, passing, or possessing of any rope or ladder or other instrument or device, adapted for use in making or aiding an escape, into any such institution or the grounds or building thereof, shall be presumptive evidence that it was so conveyed, passed or possessed for such use.
  - b) Any person not authorized by law who conveys into any such institution any letter or other missive which is intended for any person confined therein, or who conveys from within the enclosure to the outside of such institution any letter or other missive written or given by any person confined therein, shall be guilty of a class A misdemeanor. [Penalty for a Class "A" misdemeanor per Sec. 53a-36 subsection 1, the term is not to exceed one (1) year.]
  - c) Any person or visitor who enters or attempts to enter a correctional institution or Facility by using a misleading or false name or title shall be guilty of a class A misdemeanor.
- (2) Possession of weapons or dangerous instruments in the Facility is governed by Conn. Gen. Stat. Sec.53a-174a, which provides as follows:
- a) A person is guilty of possession of a weapon or dangerous instrument in a correctional institution when, being an inmate of such institution, he knowingly makes, conveys from place to place or has in his possession or under his control any firearm, weapon dangerous instrument, explosive, or any other substance or thing designed to kill, injure or disable.
  - b) Possession of a weapon or dangerous instrument in a correctional institution is a class B felony. [Penalty for a Class "B" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed twenty (20) years.]
- (3) Conveyance or use of electronic or wireless communication devices in the Facility is governed by Conn. Gen. Stat. Sec. 53a-174b, which provides as follows:
- a) A person is guilty of conveyance or use of an electronic wireless communication device in a correctional institution when such person, without authorization by the Commissioner of Correction or the commissioner's designee, (1) conveys or possesses with intent to convey an electronic wireless communication device to any inmate of a correctional institution while such inmate is in such institution, or (2) uses an electronic wireless communication device to take a photographic or digital image in a correctional institution.
  - b) Conveyance or use of an electronic wireless communication device in a correctional institution is a class A misdemeanor.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**STATE OF CONNECTICUT**  
COMMISSION ON  
HUMAN RIGHTS AND OPPORTUNITIES (CHRO)  
CHRO-4

**Bid Number:**

**19DOC0510AA**

**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 CONN. GEN. STAT.; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the CONN. GEN. STAT. 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 the awarding of all contracts covered by Sections 4a-60 and 46a-71(d) of the CONN. GEN. STAT.

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 CONN. GEN. STAT. 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 CONN. GEN. STAT. as “(1) Black Americans... (2) Hispanic Americans... (3) persons who have origins in the Iberian Peninsula... (4) Women... (5) Asian Pacific American and Pacific Islanders; (6) American Indians...” A business owned by an individual(s) with a physical disability is also a minority business enterprise as provided by Section 32-9e of the CONN. GEN. STAT. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance

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 inclusive, of the Regulations of Connecticut State Agencies;
- (C) the bidder’s promise to develop and implement a successful affirmative action plan;
- (D) the bidder’s submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and gender 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.

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**INSTRUCTIONS AND OTHER INFORMATION**

**The following two (2) sided 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 bidder’s compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s “good faith efforts” to include minority business enterprises as subcontractors and suppliers for the work of the contract.

**1) Definition of Small Contractor**

Section 32-9e 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 non-profit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 32-9e CONN. GEN. STAT.

**STATE OF CONNECTICUT**  
COMMISSION ON  
HUMAN RIGHTS AND OPPORTUNITIES (CHRO)  
CHRO-4

**Bid Number:**  
**19DOC0510AA**

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

**Officials, Managers and Supervisors** - Occupations requiring administrative personnel who set broad policies, exercise over-all responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes officials, executives, middle management, plant managers, department managers, and superintendents, salaried forepersons who are members of management, purchasing agents and buyers, and kindred workers.

**Professionals** - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, personnel and labor relations workers, physical scientists, physicians, social scientists, teachers, kindred workers.

**Technicians** - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through about 2 years of post high school education, such as is offered in technical institutes and junior colleges, or through equivalent on-the-job training. Includes: draftspeople, engineering aides, junior engineers, mathematical aides, nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic, physical sciences), and kindred workers.

**Sales Workers** - Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales persons, insurance agents and brokers, real estate agents and brokers, stock and bond salespersons, demonstrators, sales people and sales clerks, and kindred workers.

**Office and Clerical Workers** - Includes all clerical type work regardless of level of difficulty, where the activities are predominantly non-manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and accounts), messengers and office workers, office machine and computer operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, and kindred workers.

**Skilled Workers** - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes in their work. They exercise considerable independent judgment and usually receive an extensive period of training. Includes: building trades hourly paid forepersons and leadpersons who are not members of management, mechanics and repair people, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors, and kindred workers.

**Semi-Skilled Workers** - Workers who operate machine or processing equipment or perform other factory type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

**Unskilled Workers** - Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require application of little or no independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm) and grounds keepers, longshore persons and stevedores, wood cutters and choppers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.

**Service Workers** - Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institution, professional, and personal service), barbers, cleaning workers, cooks (except house-hold), counter and fountain workers, fire fighters, police officers and detectives, security workers and doorkeepers, stewards, janitors, porters, food servers and kindred workers.

**Apprentices** - Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with a state or federal agency.

**Trainees** - Persons engaged in a formal training for craft worker when not trained under an apprenticeship program. Includes: operatives, laborer and service occupations. Also includes persons engaged in formal training for official, managerial, professional, technical, sales, office, and clerical occupations.

**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, Indian subcontinent or Pacific Islands. Includes China, India, Japan, Korea, Philippine Islands, & 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.



**STATE OF CONNECTICUT**  
**COMMISSION ON**  
**HUMAN RIGHTS AND OPPORTUNITIES (CHRO)**  
CHRO-4

<b>Bid Number:</b>
<b>19DOC0510AA</b>

**BIDDER CONTRACT COMPLIANCE MONITORING REPORT**

**PART I - Bidder Information**

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number (FEIN) or Social Security Number (SSN)
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Is bidder a small contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No
Bidder Parent Company (if any)	-Is bidder a minority business enterprise? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, check ownership category
Other Locations in CT (if any)	<input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Iberian Peninsula <input type="checkbox"/> Individual(s) with a Physical Disability <input type="checkbox"/> Female -Is bidder certified as above by the State of CT (DAS)? <input type="checkbox"/> Yes <input type="checkbox"/> No

**PART II - Bidder Non-Discrimination Policies & Procedures**

1. Does your company have a written Equal Employment Opportunity statement posted on company bulletin boards? <input type="checkbox"/> Yes <input type="checkbox"/> No	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a of the Conn. Gen. Stat.? <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Does your company have a written sexual harassment in the workplace policy posted on company bulletin boards? <input type="checkbox"/> Yes <input type="checkbox"/> No	8. Do you, upon request, provide reasonable accommodation to employees or applicants for employment who have physical or mental disability? <input type="checkbox"/> Yes <input type="checkbox"/> No
3. Do you notify all recruitment sources in writing of your company non-discrimination employment policy? <input type="checkbox"/> Yes <input type="checkbox"/> No	9. Does your company have a mandatory retirement age for all employees? <input type="checkbox"/> Yes <input type="checkbox"/> No
4. Do your company advertisements contain a written statement that you are an Equal Opportunity Employer? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
5. Do you notify the CT State Employment Service of all employment openings with your company? <input type="checkbox"/> Yes <input type="checkbox"/> No	11. If your company has apprenticeship programs, do they meet the equal opportunity requirements of the apprenticeship standards of the CT Dept. of Labor? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
6. Does your company have a collective bargaining agreement with workers? <input type="checkbox"/> Yes <input type="checkbox"/> No	12. Does your company have a written affirmative action plan? <input type="checkbox"/> Yes <input type="checkbox"/> No
6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers <input type="checkbox"/> Yes <input type="checkbox"/> No	13. Is there a person in your company who is responsible for Equal Employment Opportunity? <input type="checkbox"/> Yes <input type="checkbox"/> No
6b. Have you notified each union, in writing, of your commitments under the non-discrimination requirements of contracts with the State of CT? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, provide name and phone number.

**PART III - Bidder Subcontracting Practices**

1. Will the work of this contract include subcontractors or suppliers? <input type="checkbox"/> Yes <input type="checkbox"/> No
1a. If yes, list all the subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise (as defined on page 1). Attach additional sheets if necessary.
1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? <input type="checkbox"/> Yes <input type="checkbox"/> No

# STATE OF CONNECTICUT

## COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO) CHRO-4

<b>Bid Number:</b>
<b>19DOC0510AA</b>

### PART IV - Bidder Employment Information

JOB CATEGORY	OVERALL TOTALS	WHITE (NOT OF HISPANIC ORIGIN)		BLACK (NOT OF HISPANIC ORIGIN)		HISPANIC		ASIAN / PACIFIC ISLANDER		AMERICAN INDIAN OR ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Managers											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers (Skilled)											
Laborers (Unskilled)											
Service Workers											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON-THE-JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

According to the above employment report, is the composition of your workforce at or near parity when compared with the racial and gender composition of the workforce in the relevant labor market area?  Yes  No

### PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percentage used)				2. Check (✓) any of the requirements listed below that you use as a hiring qualification.		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			
Minority/Community Organizations				Personal Recommendation			
Labor Organizations				Height or Weight			
Others (please identify)				Car Ownership			
				Arrest Record			
				Wage Garnishment			

**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 misstatement 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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**STATE OF CONNECTICUT**  
**Certificate of Compliance with**  
**Connecticut General Statute Section 31 - 57b**

**Bid Number:**  
**19DOC0510AA**

I hereby certify that all of the statements herein contained below have been examined by me, and to the best of my knowledge and belief are true and correct.

The \_\_\_\_\_ **HAS / HAS NOT**  
*Company Name* (Cross out Non-applicable)

been cited for three (3) or more willful or serious or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the bid, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency of court having jurisdiction or **HAS / HAS NOT** (Cross out Non-applicable) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid.

The list of violations (if applicable) is attached.

\_\_\_\_\_  
*(Name of Firm, Organization or Corporation)*

**Signed:**

\_\_\_\_\_  
*Written Signature:*

\_\_\_\_\_  
*Name Typed: (Corporation Seal)*

**Title:**

\_\_\_\_\_  
*(Title of Above Person, typed)*

**Dated:**

\_\_\_\_\_

*State of* \_\_\_\_\_ )

*County of* \_\_\_\_\_ ) **ss:** *A.D., 20* \_\_\_\_\_ )

Sworn to and personally appeared before me for the above, \_\_\_\_\_,  
*(Name of Firm, Organization, Corporation)*

Signer and Sealer of the foregoing instrument of and acknowledged the same to be the free act and deed of

\_\_\_\_\_, and his/her free act and deed as  
*(Name of Person appearing in front of Notary or Clerk)*

\_\_\_\_\_  
*(Title of Person appearing in front of Notary or Clerk)*

My Commission Expires:

\_\_\_\_\_  
*(Notary Public) (Seal)*

## FOR YOUR INFORMATION

### Certificate (of Authority)

The Certificate of Authority is a document stating the name and title of the person resolved (through a corporate resolution) and authorized to legally bind the organization to contractual agreements on its behalf.

### Instructions for completing the Certificate (of Authority)

The Certificate (Authority) to Accompany the Bid Proposal Form:

1. 1<sup>st</sup> Paragraph:
  - a. First, enter the name and title of the individual signing the Certificate (of Authority).
  - b. Second, enter the name the entity (exactly as it shows on the Secretary of State registry).
  - c. Third, enter the name of the state or commonwealth the entity is registered in.
  - d. Fourth, enter the date the resolution was adopted by the governing body. This date is on or before the date the Bid Proposal is signed.
  - e. Fifth, enter the name of the state or commonwealth the entity is registered in.
2. 2<sup>nd</sup> Paragraph:
  - a. Enter the name and title of the individual signing bid documents for the entity.
  - b. Second, enter the name of the entity (exactly as it shows on the Secretary of State registry).
3. Last Paragraph:
  - a. Enter the Witness date, this will likely be the date of execution of the Bid Proposal form.  
**The Date should not be before the date of execution of the bid proposal.**

The Certificate (Authority) to Accompany the Contract:

4. 1<sup>st</sup> Paragraph:
  - a. First, enter the name and title of the individual signing the Certificate (of Authority).
  - b. Second, enter the name the entity (exactly as it shows on the Secretary of State registry).
  - c. Third, enter the name of the state or commonwealth the entity is registered in.
  - d. Fourth, enter the date the resolution was adopted by the governing body. This date is on or before the date the Contract is signed.
  - e. Fifth, enter the name of the state or commonwealth the entity is registered in.
5. 2<sup>nd</sup> Paragraph:
  - a. First enter the name and title of the individual signing contract documents for the entity.
  - b. Second, enter the name of the entity (exactly as it shows on the Secretary of State registry).
6. Last Paragraph:
  - a. Enter the Witness date, this will be the date of execution of the Contract.  
**The Date should not be before the date of execution of the Contract.**

**CERTIFICATE**

I \_\_\_\_\_, \_\_\_\_\_  
(Signer's name) (Signer's title)

of \_\_\_\_\_, an entity lawfully organized  
(Name of entity)

and existing under the laws of \_\_\_\_\_, do hereby certify that the  
(Name or State or Commonwealth)

following are true and correct copies of resolutions adopted on the \_\_\_\_ day of \_\_\_\_\_,

20\_\_ by the governing body of \_\_\_\_\_,  
(Name of entity)

in accordance with all of its documents of governance and management and the laws of

\_\_\_\_\_ and further certify that such resolutions have not been  
(Name or State or Commonwealth)

modified, rescinded or revoked, and are at present in full force and effect.

**RESOLVED:** That \_\_\_\_\_,  
(Name and title of signer of contract documents)

of \_\_\_\_\_ is empowered and authorized, on behalf of the entity,  
(Name of entity)

to execute and deliver contracts and amendments thereto, and all documents required by the

Governor, the Connecticut Department of Correction, and the Office of the Attorney General

associated with such contracts and amendments.

IN WITNESS WHEREOF, the undersigned has executed this certificate this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

\_\_\_\_\_  
Sign name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Print name:



FORM B

**Bid Number:  
19DOC0510AA**



**STATE OF CONNECTICUT  
NONDISCRIMINATION CERTIFICATION – Representation  
By Entity  
For Contracts Valued at Less Than \$50,000**

*Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

**INSTRUCTIONS:**

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at less than \$50,000 for each year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

**REPRESENTATION OF AN ENTITY:**

I, \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_,  
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of \_\_\_\_\_,  
Name of State or Commonwealth

represent that I am authorized to execute and deliver this representation on behalf of

\_\_\_\_\_ and that \_\_\_\_\_  
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name



**STATE OF CONNECTICUT**  
**NONDISCRIMINATION CERTIFICATION – Affidavit**  
**By Entity**  
**For Contracts Valued at \$50,000 or More**

*Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended*

**INSTRUCTIONS:**

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

**AFFIDAVIT:**

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of

an oath. I am \_\_\_\_\_ of \_\_\_\_\_, an entity  
Signatory's Title Name of Entity

duly formed and existing under the laws of \_\_\_\_\_ .  
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

\_\_\_\_\_ and that \_\_\_\_\_  
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Printed Name

Sworn and subscribed to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Commissioner of the Superior Court/ Notary Public

\_\_\_\_\_  
Commission Expiration Date





**STATE OF CONNECTICUT**  
**NONDISCRIMINATION CERTIFICATION – New Resolution**  
**By Entity**  
**For Contracts Valued at \$50,000 or More**

*Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.*

**INSTRUCTIONS:**

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

**CERTIFICATION OF RESOLUTION:**

I, \_\_\_\_\_ , of \_\_\_\_\_ ,  
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of \_\_\_\_\_ ,  
Name of State or Commonwealth

certify that the following is a true and correct copy of a resolution adopted on the \_\_\_\_\_ day of

\_\_\_\_\_ , 20 \_\_\_\_\_ , by the governing body of \_\_\_\_\_  
Name of Entity

in accordance with all of its documents of governance and management and the laws of

\_\_\_\_\_ , and further certify that such resolution has not been modified  
Name of State or Commonwealth

or revoked, and is in full force and effect.

**RESOLVED:** That the policies of \_\_\_\_\_ comply with  
Name of Entity

nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

The undersigned has executed this certificate this \_\_\_\_\_ day of \_\_\_\_\_ ,20 \_\_\_\_\_ .

\_\_\_\_\_  
Authorized Signatory Date

\_\_\_\_\_  
Printed Name



**STATE OF CONNECTICUT**  
**NONDISCRIMINATION CERTIFICATION – Prior Resolution**  
**By Entity**  
**For Contracts Valued at \$50,000 or More**

*Documentation in the form of a corporate, company, or partnership policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended*

**INSTRUCTIONS:**

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Attach copy of previously adopted resolution (*State of CT, Nondiscrimination Certification, Form D: New Resolution*). Submit all documentation to the awarding State agency prior to contract execution.

**CERTIFICATION OF PRIOR RESOLUTION:**

I, the undersigned, am a duly authorized corporate officer or member of \_\_\_\_\_  
Name of Entity

I have reviewed the attached prior resolution. I certify that:

- (1) the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended; and
- (2) the prior resolution remains in full force and effect on the date this documentation is submitted to the awarding State agency.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**RESERVED FOR STATE USE**

I, the undersigned head of the awarding State agency, or designee, certify that the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

\_\_\_\_\_  
Signature of Agency Head (or designee)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Awarding State Agency

## **Contractor's Requirements - Reminders**

**Pre-Bid Corrigan CI – Project BI-DC-519 at 986 Norwich New London TPK  
Uncasville, CT 06382 January 31, 2019 9 a.m.**

- Must sign and submit Pg 4 of Security Regulations for Contract Forces.
- Bids over \$50,000.00 will require a bid bond of 10% of your bid, made out to the Comptroller of the State of Connecticut
- For bids over \$100,000.00 the awarded contractor will be required to submit 100% surety bond for performance, material and Labor made out to the Comptroller of the State of Connecticut
- Contractors Wage Certification form must be signed and submitted for bids over \$100,000.00. This will certify that the contractor will pay prevailing wages; we will require payroll sheets and proof of OSHA safety course prior to making payment
- The contractor who is selected to perform this State project must file and receive an approved Affirmative Action Plan by the Commission on Human Rights and Opportunities prior to the commencement of construction.
- The Contractor shall be required to make best good faith efforts to place not less than twenty-five (25%) percent of remaining costs (equipment not included) to subcontracts to be awarded by the general contractor with eligible contractors holding current certification from the Connecticut Department of Administrative Services under the provisions of Connecticut General Statutes Section 4a-60g
- Questions can be emailed to [LisaM.LeFrancois@ct.gov](mailto:LisaM.LeFrancois@ct.gov) and must be received by February 7, 2019 by 2:00 pm
- **The Sealed Bid Package is due by February 14, 2019 at 2:00 pm – can be mailed in or dropped off at the officer's station located at 24 Wolcott Hill Road, Wethersfield, CT 06109**
- **The Opening will be private.**

**CT DAS PROCUREMENT SERVICES  
STANDARD BID BOND  
ON BEHALF OF  
CT DEPARTMENT OF CONSTRUCTION SERVICES**

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_

\_\_\_\_\_, hereinafter called the Principal,

of \_\_\_\_\_, as Principal,

and \_\_\_\_\_, hereinafter

called the Surety, a corporation organized and existing under the laws of the

State of \_\_\_\_\_, and duly authorized to transact a

surety business in the State of Connecticut, as Surety, are held and firmly bound unto the State of

Connecticut, as Obligee, in the penal sum of ten (10) percent of the amount of the bid set forth in a

proposal hereinafter mentioned, \_\_\_\_\_

\_\_\_\_\_,  
lawful money of the United States of America, for the payment of which, well and truly to be made to the Obligee, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit a proposal to the Obligee related to a contract for Project No.: \_\_\_\_\_

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the said contract in writing with the State of Connecticut and give the required bonds, with surety acceptable to the Obligee, or if the Principal shall fail to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Surety

\_\_\_\_\_  
(Print name) by

\_\_\_\_\_  
Its attorney in fact

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
(Print name)

**BID BOND**  
(See instructions on reverse)

DATE BOND EXECUTED (Must not be later than bid opening date)

**OMB Control Number: 9000-0045**  
**Expiration Date: 7/31/2019**

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 25 minutes to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

INDIVIDUAL     PARTNERSHIP     JOINT VENTURE  
 CORPORATION     OTHER (Specify)

STATE OF INCORPORATION

SURETY(IES) (Name and business address)

**PENAL SUM OF BOND**

**BID IDENTIFICATION**

PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NUMBER
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		
					FOR (Construction, Supplies or Services)	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

**PRINCIPAL**

SIGNATURE(S)	1.	2.	3.	Corporate Seal
		(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	

**INDIVIDUAL SURETY(IES)**

SIGNATURE(S)	1.	2.
	(Seal)	(Seal)
NAME(S) (Typed)	1.	2.

**CORPORATE SURETY(IES)**

SURETY A	NAME & ADDRESS	STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	2.		
	NAME(S) & TITLE(S) (Typed)	2.		

SURETY B	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

### INSTRUCTIONS

- This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
- Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed \_\_\_\_\_ dollars).
- (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.  
  
(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bond, provided that the sum total of their liability equals 100% of the bond penal sum.  
  
(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
- Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- Type the name and title of each person signing this bond in the space provided.
- In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

REGULATIONS OF CONNECTICUT STATE AGENCIES  
DEPARTMENT OF LABOR  
CONSTRUCTION SAFETY

Section 1. The Regulations of Connecticut State Agencies are amended by adding sections 31-53b-1 to 31-53b-5, inclusive, as follows:

(NEW) §31-53b-1. Definitions.

As used in sections 31-53b-1 through 31-53b-5, inclusive, of the Regulations of Connecticut State Agencies:

- (1) “Certified payroll” means a certified payroll required to be submitted to the contracting agency pursuant to section 31-53(f) of the Connecticut General Statutes;
- (2) “Completion document” means a card, document, certificate or other written record issued by the federal Occupational Safety and Health Administration, or by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48, or in the case of telecommunications employees, in accordance with 29 CFR 1910.268, evidencing that a person subject to these regulations has completed a construction safety and health course, program or training;
- (3) “Construction safety and health course, program or training” means a course, program or training in construction safety or health of at least ten hours duration approved by the federal Occupational Safety and Health Administration, or a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, at least ten hours of training in accordance with 29 CFR 1910.268;
- (4) “Employee” means “employee” as defined in section 31-71a(2) of the Connecticut General Statutes;
- (5) “Labor Commissioner” means the Commissioner of the Connecticut Department of Labor;
- (6) “Mechanic,” “laborer,” or “worker” means any individual engaged in the duties of a mechanic, laborer or worker, pursuant to the classifications of labor under Section 31-53 of the Connecticut General Statutes, but does not mean an employee of a public service company, as defined in section 16-1 of the Connecticut General Statutes, or drivers of commercial motor vehicles driving such vehicles on public works projects and delivering or picking up cargo from such projects, provided that such drivers perform no labor relating to the projects other than the loading and the unloading of their cargo;
- (7) “Public works project” means a public works project to which subsection (g) of section 31-53 of the Connecticut General Statutes applies.

(NEW) §31-53b-2. Construction Safety Course, Program or Training

(a) Any person performing the duties of a mechanic, laborer or worker on a public works project shall be required, as a condition of performing such work, to demonstrate compliance with section 31-53b of the Connecticut General Statutes by having completed a construction safety and health course, program or training, as appropriate.

(b) Proof of course, program or training completion shall be demonstrated through the presentation of a course, program or training completion document.

(c) For purposes of these regulations, any completion document with an issuance date more than five years prior to the commencement date of such public works project shall not constitute compliance with section 31-53b of the Connecticut General Statutes and this section.

(NEW) §31-53b-3. Contractor Responsibility

Each contractor subject to section 31-53b of the Connecticut General Statutes shall furnish proof, as provided in subsection (b) of section 31-53b-2 of the Regulations of Connecticut State Agencies, with the weekly certified payroll form for the first week that each person who performs the duties of a mechanic, laborer or worker begins work on the public works project.

(NEW) §31-53b-4. Certified Payroll.

For each person who performs the duties of a mechanic, laborer or worker on a public works project subject to section 31-53 of the Connecticut General Statutes, the employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for such project on which such employee's name first appears.

(NEW) §31-53b-5. Penalty.

Notwithstanding subsection (a) of section 31-53b-2 of the Regulations of Connecticut State Agencies, any person performing the duties of a mechanic, laborer or worker on a public works project without proof of course, program or training completion as provided in said section shall be subject to removal from the worksite if such person does not provide such proof to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance with these regulations. Any such person who is determined to be in noncompliance with these regulations may continue to work on a public works project for a maximum of fourteen consecutive calendar days while bringing his status into compliance.

STATEMENT OF PURPOSE: These proposed amendments to the Regulations of Connecticut State Agencies implement the provisions of Conn. Gen. Stat. §31-53b. These regulations are new, and will not change existing regulations. They address the broad concern that workers in the very dangerous construction industry be as safe as possible.

They require the completion of the appropriate training course or program for any individual who performs the duties of a mechanic, laborer or worker on a covered public works project within five years of the commencement date of the public works project. These regulations, pursuant to § 31-53b, do not apply to employees of public service companies, as defined in section 16-1 of the 2008 supplement to the general statutes, or drivers of commercial motor vehicles driving said vehicles on public works projects and delivering or picking up cargo from public works projects, provided they perform no labor relating to the project other than the loading and unloading of their cargo.

These regulations specify that the safety training requirement applies to any public works project within the meaning of Subsection (g) of Section 31-53 of the Connecticut General Statutes.

These regulations require "completion documents," which evidence the completion of the required safety and health course or program by individuals performing the duties of a mechanic, laborer or worker on a public works project. Such completion documents may be issued in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The regulations require that each contractor subject to section 31-53b of the Connecticut General Statutes shall affix a copy of said



completion document to the weekly certified payroll form on which said mechanic's, laborer's or worker's name first appears for submission to the contracting agency for such public works project.

Lastly, these regulations specify the penalty that may be imposed in the event of noncompliance with the statute by a mechanic, laborer or worker on a public works project. Such a person who does not possess a satisfactory completion document shall be subject to removal from the worksite, if such person does not provide proof of compliance to the Labor Commissioner by the fifteenth day after the date the person is determined by the agency to be in noncompliance with these regulations.

05/05/09

CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION

**CONTRACTORS WAGE CERTIFICATION FORM**  
**Construction Manager at Risk/General Contractor/Prime Contractor**

I, \_\_\_\_\_ of \_\_\_\_\_  
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the \_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Street  
\_\_\_\_\_  
City

and all of its subcontractors will pay all workers on the  
\_\_\_\_\_  
Project Name and Number  
\_\_\_\_\_  
Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

\_\_\_\_\_  
Signed

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Return to:  
Connecticut Department of Labor  
Wage & Workplace Standards Division  
200 Folly Brook Blvd.  
Wethersfield, CT 06109

Rate Schedule Issued (Date): \_\_\_\_\_

November 29, 2006

**Notice**  
**To All Mason Contractors and Interested Parties**  
**Regarding Construction Pursuant to Section 31-53 of the**  
**Connecticut General Statutes (Prevailing Wage)**

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

**Forklift Operator:**

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

*Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.*

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

AN ACT CONCERNING ELECTRONIC PREVAILING WAGE NOTICES, INFORMATION AND RECORDS.

<!-- .insert {color:#0000FF;text-decoration: underline} .remove {color:#FF0000}  
-->

Substitute Senate Bill No. 318

Public Act No. 14-44

AN ACT CONCERNING ELECTRONIC PREVAILING WAGE NOTICES, INFORMATION AND RECORDS.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. Section 31-53 of the 2014 supplement to the general statutes is repealed and the following is substituted in lieu thereof(Effective July 1, 2015):

(a) Each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project by the state or any of its agents, or by any political subdivision of the state or any of its agents, shall contain the following provision: "The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day. "

(b) Any contractor or subcontractor who knowingly or wilfully employs any mechanic, laborer or worker in the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project for or on behalf of the state or any of its agents, or any political subdivision of the state or any of its agents, at a rate of wage on an hourly basis that is less than the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed, remodeled, refinished, refurbished, rehabilitated, altered or repaired, or who fails to pay the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, or in lieu thereof to the person, as provided by subsection (a) of this section, shall be fined not less than two thousand five hundred dollars but not more than five thousand dollars for each offense and (1) for the first violation, shall be disqualified from bidding on contracts with the state or any political subdivision until the contractor or subcontractor has made full restitution of the back wages owed to such persons and for an additional six months thereafter, and (2) for subsequent violations, shall be disqualified from bidding on contracts with the state or any political subdivision until the contractor or subcontractor has made full restitution of the back wages owed to such persons

and for not less than an additional two years thereafter. In addition, if it is found by the contracting officer representing the state or political subdivision of the state that any mechanic, laborer or worker employed by the contractor or any subcontractor directly on the site for the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as required by this section, the state or contracting political subdivision of the state may (A) by written or electronic notice to the contractor, terminate such contractor's right to proceed with the work or such part of the work as to which there has been a failure to pay said required wages and to prosecute the work to completion by contract or otherwise, and the contractor and the contractor's sureties shall be liable to the state or the contracting political subdivision for any excess costs occasioned the state or the contracting political subdivision thereby, or (B) withhold payment of money to the contractor or subcontractor. The contracting department of the state or the political subdivision of the state shall, not later than two days after taking such action, notify the Labor Commissioner, in writing or electronically, of the name of the contractor or subcontractor, the project involved, the location of the work, the violations involved, the date the contract was terminated, and steps taken to collect the required wages.

(c)The Labor Commissioner may make complaint to the proper prosecuting authorities for the violation of any provision of subsection (b) of this section.

(d)For the purpose of predetermining the prevailing rate of wage on an hourly basis and the amount of payment or contributions paid or payable on behalf of each person to any employee welfare fund, as defined in subsection (i) of this section, in each town where such contract is to be performed, the Labor Commissioner shall (1) hold a hearing at any required time to determine the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each person to any employee welfare fund, as defined in subsection (i) of this section, upon any public work within any specified area, and shall establish classifications of skilled, semiskilled and ordinary labor, or (2) adopt and use such appropriate and applicable prevailing wage rate determinations as have been made by the Secretary of Labor of the United States under the provisions of the Davis-Bacon Act, as amended.

(e)The Labor Commissioner shall determine the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of such person to any employee welfare fund, as defined in subsection (i) of this section, in each locality where any such public work is to be constructed, and the agent empowered to let such contract shall contact the Labor Commissioner, at least ten but not more than twenty days prior to the date such contracts will be advertised for bid, to ascertain the proper rate of wages and amount of employee welfare fund payments or contributions and shall include such rate of wage on an hourly basis and the amount of payment or contributions paid or payable on behalf of each person to any employee welfare fund, as defined in subsection (i) of this section, or in lieu thereof the amount to be paid directly to each person for such payment or contributions as provided in subsection (a) of this section for all classifications of labor in the proposal for the contract. The rate of wage on an hourly basis and the amount of payment or contributions to any employee welfare fund, as defined in subsection (i) of this section, or cash in lieu thereof, as provided in subsection (a) of this section, shall, at all times, be considered as the minimum rate for the

classification for which it was established. Prior to the award of any contract, purchase order, bid package or other designation subject to the provisions of this section, such agent shall certify [in writing] to the Labor Commissioner, either in writing or electronically, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts. Upon the award of any contract subject to the provisions of this section, the contractor to whom such contract is awarded shall certify, under oath, to the Labor Commissioner the pay scale to be used by such contractor and any of the contractor's subcontractors for work to be performed under such contract.

(f) Each employer subject to the provisions of this section or section 31-54 shall (1) keep, maintain and preserve such records relating to the wages and hours worked by each person performing the work of any mechanic, laborer and worker and a schedule of the occupation or work classification at which each person performing the work of any mechanic, laborer or worker on the project is employed during each work day and week in such manner and form as the Labor Commissioner establishes to assure the proper payments due to such persons or employee welfare funds under this section or section 31-54, regardless of any contractual relationship alleged to exist between the contractor and such person, provided such employer shall have the option of keeping, maintaining and preserving such records in an electronic format, and (2) submit monthly to the contracting agency by mail, electronic mail or other method accepted by such agency, a certified payroll that shall consist of a complete copy of such records accompanied by [an original] a statement signed by the employer that indicates (A) such records are correct; (B) the rate of wages paid to each person performing the work of any mechanic, laborer or worker and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of this section, are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection (d) of this section, and not less than those required by the contract to be paid; (C) the employer has complied with the provisions of this section and section 31-54; (D) each such person is covered by a workers' compensation insurance policy for the duration of such person's employment, which shall be demonstrated by submitting to the contracting agency the name of the workers' compensation insurance carrier covering each such person, the effective and expiration dates of each policy and each policy number; (E) the employer does not receive kickbacks, as defined in 41 USC 52, from any employee or employee welfare fund; and (F) pursuant to the provisions of section 53a-157a, the employer is aware that filing a certified payroll which the employer knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years, or both. This subsection shall not be construed to prohibit a general contractor from relying on the certification of a lower tier subcontractor, provided the general contractor shall not be exempted from the provisions of section 53a-157a if the general contractor knowingly relies upon a subcontractor's false certification. Notwithstanding the provisions of section 1-210, the certified payroll shall be considered a public record and every person shall have the right to inspect and copy such records in accordance with the provisions of section 1-212. The provisions of subsections (a) and (b) of section 31-59 and sections 31-66 and 31-69 that are not inconsistent with the provisions of this section or section 31-54 apply to this section. Failing to file a certified payroll pursuant to subdivision (2) of this subsection is a

class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years, or both.

(g)Any contractor who is required by the Labor Department to make any payment as a result of a subcontractor's failure to pay wages or benefits, or any subcontractor who is required by the Labor Department to make any payment as a result of a lower tier subcontractor's failure to pay wages or benefits, may bring a civil action in the Superior Court to recover no more than the damages sustained by reason of making such payment, together with costs and a reasonable attorney's fee.

(h)The provisions of this section do not apply where the total cost of all work to be performed by all contractors and subcontractors in connection with new construction of any public works project is less than four hundred thousand dollars or where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than one hundred thousand dollars.

(i)As used in this section and section 31-54, "employee welfare fund" means any trust fund established by one or more employers and one or more labor organizations or one or more other third parties not affiliated with the employers to provide from moneys in the fund, whether through the purchase of insurance or annuity contracts or otherwise, benefits under an employee welfare plan; provided such term shall not include any such fund where the trustee, or all of the trustees, are subject to supervision by the Banking Commissioner of this state or any other state or the Comptroller of the Currency of the United States or the Board of Governors of the Federal Reserve System, and "benefits under an employee welfare plan" means one or more benefits or services under any plan established or maintained for persons performing the work of any mechanics, laborers or workers or their families or dependents, or for both, including, but not limited to, medical, surgical or hospital care benefits; benefits in the event of sickness, accident, disability or death; benefits in the event of unemployment, or retirement benefits.

Approved May 28, 2014

**Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions.** (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)



History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.

**PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS**

Connecticut Department of Labor  
Wage and Workplace Standards Division  
200 Folly Brook Blvd.  
Wethersfield, CT 06109

**WEEKLY PAYROLL**

CONTRACTOR NAME AND ADDRESS:										SUBCONTRACTOR NAME & ADDRESS				WORKER'S COMPENSATION INSURANCE CARRIER					
PAYROLL NUMBER		Week-Ending Date	PROJECT NAME & ADDRESS							Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE						Total O/T Hours	TOTAL FRINGE BENEFIT PLAN CASH	FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY		
				S	M	T	W	TH	F									S	
			Trade License Type & Number - OSHA 10 Certification Number	HOURS WORKED EACH DAY															
											\$	1. \$							
											Base Rate	2. \$							
												3. \$							
											\$	4. \$							
											Cash Fringe	5. \$							
												6. \$							
											\$	1. \$							
											Base Rate	2. \$							
												3. \$							
											\$	4. \$							
											Cash Fringe	5. \$							
												6. \$							

12/9/2013 \*IF REQUIRED

\*SEE REVERSE SIDE

PAGE NUMBER \_\_\_\_ OF

**\*FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker’s compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care \_\_\_\_\_ 4) Disability \_\_\_\_\_
- 2) Pension or retirement \_\_\_\_\_ 5) Vacation, holiday \_\_\_\_\_
- 3) Life Insurance \_\_\_\_\_ 6) Other (please specify) \_\_\_\_\_

**CERTIFIED STATEMENT OF COMPLIANCE**

For the week ending date of \_\_\_\_\_,

I, \_\_\_\_\_ of \_\_\_\_\_, (hereafter known as Employer) in my capacity as \_\_\_\_\_ (title) do hereby certify and state:

**Section A:**

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such person is covered by a worker’s compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

\_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Title)                      \_\_\_\_\_ Submitted on (Date)

Weekly Payroll Certification For  
Public Works Projects (Continued)

**PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS**

Week-Ending Date:  
Contractor or Subcontractor Business Name:

**WEEKLY PAYROLL**

PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION  Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE							Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY						
				S	M	T	W	TH	F	S					FICA	FEDERAL WITH- HOLDING	STATE WITH- HOLDING	OTHER								
				HOURS WORKED EACH DAY							Total O/T Hours	TOTAL FRINGE BENEFIT PLAN CASH	1. \$	2. \$	3. \$	4. \$	5. \$	6. \$								
												\$	Base Rate	1. \$	2. \$	3. \$	4. \$	5. \$	6. \$							
												\$	Cash Fringe	4. \$	5. \$	6. \$										
												\$	Base Rate	1. \$	2. \$	3. \$	4. \$	5. \$	6. \$							
												\$	Cash Fringe	4. \$	5. \$	6. \$										
												\$	Base Rate	1. \$	2. \$	3. \$	4. \$	5. \$	6. \$							
												\$	Cash Fringe	4. \$	5. \$	6. \$										
												\$	Base Rate	1. \$	2. \$	3. \$	4. \$	5. \$	6. \$							
												\$	Cash Fringe	4. \$	5. \$	6. \$										

\*IF REQUIRED

## STATUTE 31-55a

### - SPECIAL NOTICE -

**To: All State and Political Subdivisions, Their Agents, and Contractors**

**Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.**

*Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.*

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us). For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

**Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.**

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS											Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109											
In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.											WEEKLY PAYROLL											
CONTRACTOR NAME AND ADDRESS: Landon Corporation, 15 Connecticut Avenue, Northford, CT 06472											SUBCONTRACTOR NAME & ADDRESS XYZ Corporation 2 Main Street Yantic, CT 06389						WORKER'S COMPENSATION INSURANCE CARRIER Travelers Insurance Company POLICY # #BAC8888928 EFFECTIVE DATE: 1/1/09 EXPIRATION DATE: 12/31/09					
PAYROLL NUMBER	Week-Ending Date	PROJECT NAME & ADDRESS									Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY		
		DAY AND DATE							Total O/T Hours	FICA					FEDERAL WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER					
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION	S	M	T	W	TH			F	S		TOTAL FRINGE BENEFIT PLAN CASH								
			Trade License Type & Number - OSHA 10 Certification Number	20	21	22	23	24	25	26												
HOURS WORKED EACH DAY																						
Robert Craft 81 Maple Street Willimantic, CT 06226		M/C	Electrical Lineman E-1 1234567 Owner OSHA 123456		8	8	8	8	8			S-TIME 40 O-TIME	\$ 30.75 Base Rate \$ 8.82 Cash Fringe	1. \$ 5.80 2. \$ 3. \$ 2.01 4. \$ 5. \$ 6. \$	\$1,582.80				P-xxxx	\$1,582.80	#123 \$ xxx.xx	
Ronald Jones 212 Elm Street Norwich, CT 06360	65%	M/B	Electrical Apprentice OSHA 234567		8	8	8	8	8			S-TIME 40 O-TIME	\$ 19.99 Base Rate \$ 16.63 Cash Fringe	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$	\$1,464.80	xx.xx	xxx.xx	xx.xx	G-xxx	\$1,464.80	#124 \$xxx.xx	
Franklin T. Smith 234 Washington Rd. New London, CT 06320 SECTION B		M/H	Project Manager			8						S-TIME 8 O-TIME	\$ Base Rate \$ Cash Fringe	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$	\$1,500.00	xx.xx	xx.xx	xx.xx	M-xx.x		#125 xxx.xx	
												S-TIME O-TIME	\$ Base Rate \$ Cash Fringe	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$								

OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL

**\*FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care Blue Cross 4) Disability \_\_\_\_\_
- 2) Pension or retirement \_\_\_\_\_ 5) Vacation, holiday \_\_\_\_\_
- 3) Life Insurance Utopia 6) Other (please specify) \_\_\_\_\_

**CERTIFIED STATEMENT OF COMPLIANCE**

For the week ending date of 9/26/09,

I, Robert Craft of XYZ Corporation, (hereafter known as

Employer) in my capacity as Owner (title) do hereby certify and state:

**Section A:**

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such employee of the Employer is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such employee's name first appears.

Robert Craft      owner      10/2/09  
 (Signature)      (Title)      Submitted on (Date)

**Section B: Applies to CONNDOT Projects ONLY**

That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

Robert Craft      owner      10/2/09  
 (Signature)      (Title)      Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CP1 as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

**\*\*\*THIS IS A PUBLIC DOCUMENT\*\*\*  
\*\*\*DO NOT INCLUDE SOCIAL SECURITY NUMBERS\*\*\***

# **Informational Bulletin**

## **THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE, PROGRAM OR TRAINING**

(Applicable to public works contracts as described by Conn. Gen. Stat. § 31-53(g)  
entered into *on or after July 1, 2009*)

- (1) This requirement was created by Public Act No. 08-83, which is codified in Section 31-53b of the Connecticut General Statutes;
- (2) The course, program or training is required for public works contracts as described by Conn. Gen. Stat. § 31-53(g) entered into on or after July 1, 2009;
- (3) It is required of private workers (not state or municipal workers) and apprentices who perform the work of a mechanic, laborer or worker pursuant to the classifications of labor under Conn. Gen. Stat. § 31-53 on a public works project as described by Conn. Gen. Stat. § 31-53(g);
- (4) The ten-hour construction safety and health course, program or training pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, a new mining training program approved by the Federal Mine Safety and Health Administration in accordance with 30 C.F. R. 48, or, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is [http://www.osha.gov/fso/ote/training/edcenters/fact\\_sheet.html](http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html);
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Proof of course, program or training completion shall be demonstrated through the presentation of a “completion document” (card, document, certificate or other written record issued by federal OSHA or by the Federal Mine Safety and Health Administration) as defined by Conn. State Agencies Regs. § 31-53b-1(2).
- (8) Any completion document with an issuance date more than 5 years prior to the commencement date of the public works project shall not constitute proof of compliance with § 31-53b;
- (9) For each person who performs the duties of a mechanic, laborer or worker on a public works project, the contractor shall affix a copy of the completion document



- to the certified payroll required to be submitted to the contracting agency for such project on which such worker's name first appears;
- (10) Any mechanic, laborer or worker on a public works project found to be in non-compliance shall be subject to removal from the project if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
  - (11) Any such employee who is determined to be in noncompliance may continue to work on a public works project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
  - (12) The statute provides the minimum standards required for the completion of a construction safety and health course, program or training by employees on public works contracts; any contractor can exceed these minimum requirements.;
  - (13) Regulations pertaining to § 31-53b are located at Conn. State Agencies Regs. §31-53b-1 *et seq.*, and are effective May 5, 2009. The regulations are posted on the CTDOL website;
  - (14) Any questions regarding this statute or the regulations may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgmenu.htm>; or by telephone at (860)263-6790.

**THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.**

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CONNECTICUT )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ being first duly sworn, deposes and says:  
(Type of print name)  
that he or she is the \_\_\_\_\_ of  
(Type or print title)

\_\_\_\_\_, who submits herewith  
(Type or print name of company/firm)

to the \_\_\_\_\_ the attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal; that said bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; and that such bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not herein named or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of the public body or non-profit entity, which is to award the contract, or of any other bidder/proposer, or anyone else interested in the proposed contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves, an advantage over any other bidder/proposer.

Affiant further deposes and says that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- (b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder/proposer or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw their bid/proposal.
- (c) did not, in any manner, directly or indirectly, see by agreement, communication or conference with anyone to raise or fix the bid price of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price or of that of anyone else.
- (d) Did not directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository, or to any member or agent, thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said bidder/proposer in their business.

Signed:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
Notary Public

(Notarial Seal)

**WARNING:** Bids will not be considered unless the affidavit hereon is fully executed including the affidavit of the notary and notarial seal.

**Connecticut Department of Labor  
Wage and Workplace Standards Division  
FOOTNOTES**

⇒ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

**Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons**  
(Building Construction) and  
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

**Elevator Constructors: Mechanics**

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

**Glaziers**

- a. Paid Holidays: Labor Day and Christmas Day.

**Power Equipment Operators**  
(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

**Ironworkers**

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

**Laborers (Tunnel Construction)**

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

**Roofers**

- a. Paid Holidays: July 4<sup>th</sup>, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

**Sprinkler Fitters**

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

**Truck Drivers**

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.