

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

INVITATION TO BID
SPECIFICATIONS & BID DOCUMENTS ATTACHED

BID NO: 20DOC0505AA BID OPENING DATE & TIME: August 29, 2019 2:00PM

PURCHASING CONTACT: Michael McGuinness PHONE # : 860-692-7851

BID CLASS/SUB-CLASS & DESCRIPTION: 0036 - Flooring

BID IS TO BE MAILED IN AS A SEALED BID ONLY. FAXES AND/OR E-MAIL OR LATE BIDS WILL NOT BE ACCEPTED.

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

*BIDS CANNOT BE ACCEPTED AFTER SPECIFIED BID OPENING TIME.
VENDORS WILL NOT BE ADMITTED TO STATE BUILDINGS WITHOUT A VALID
PHOTO*

There will be a mandatory pre-bid walk-thru Thursday August 15th at 9:00AM at the York Corr. Inst. 197 W. Main Street, Niantic CT 06357. Failure to attend walk-thru will result in disqualification from submitting a bid.

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 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

**STATE OF CONNECTICUT
DEPARTMENT OF CORRECTION
PURCHASING DEPARTMENT
STANDARD BID AND CONTRACT TERMS AND CONDITIONS**

All invitations for bids (ITB) 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.

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.

Contract

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.

Delivery

22. All products and equipment delivered must be new unless otherwise stated in the bid specifications.

23. Delivery will be onto the specified State loading docks by the Contractor unless otherwise stated in the bid specifications.

24. Deliveries are subject to re-weighing on State sealed scales.

25. Payment terms are net 45 days after receipt of goods or invoice, whichever is later, unless otherwise specified.

26. 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

27. 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

28. 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

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.

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 "State of Connecticut Contract for General Letter Purchases" form upon award of bid.

EXHIBIT A

DESCRIPTION OF GOODS AND SERVICES

SCOPE:

The Department of Correction (DOC) is requesting pricing for the purchase and installation of approx. 3500 sq. ft. of Dur-AFlex flooring at York CI. 197 W. Main Street, Niantic, CT 06357

TECHNICAL SPECIFICATIONS

Please see attachments for detailed specifications.

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.

EXHIBIT A

DESCRIPTION OF GOODS AND SERVICES

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 DOC normal business hours of 8:00 a.m. to 2:00 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@po.state.ct.us. Completed and signed forms should be faxed to secure fax number 860-692-7703.

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.

EXHIBIT A

DESCRIPTION OF GOODS AND SERVICES

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 Michael McGuinness, (860) 692-7851

State of CT - Department of Correction
Attn: Purchasing Dept – Michael McGuinness
24 Wolcott Hill Road
Wethersfield, CT 06109
e-mail: Michael.McGuinness@ct.gov

Payment and invoicing inquiries relating to DOC should be sent to the Accounts Payable Unit at telephone number (860) 692-7882. 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.

Building 7 Café Floor – Project 19-06

- Remove existing VCT and dispose
- Dust collection tools must be used during construction, during wall and floor preparations
- Total floor area (3600 Sq. ft). Contractor to field verify at walk through
- Remove existing Cover Rubber Base and replace with floor system cove base.
- No metal edging shall be installed as specified in spec.
- A plastic sheeting partition to be installed to separate kitchen and dining area.
- Dining floor will be stopped at existing Kitchen floor line.
- Dur-a-Flex rep to field verify site prep and document findings before any product could be installed.
- Material to be used Dur-a-flex and to be installed per manufacture specifications
 - Hybri-Flex EC (macro or micro flake)
- Work schedule to be provide, clearances **MUST** be completed and submitted 2 days after PO issued, work to start 2 weeks after PO issued or sooner if staff are cleared to enter into facility

The profile on the concrete substrate should be a CSP 3-4.

Included is core samples taken from dining area.

Colors shall be picked from available stock from Dur-a-Flex by DOC.

**SECTION 09 67 23-RESINOUS FLOORING
HYBRI-FLEX EQ28**

Date:5/19

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section includes the following:
 - 1. Resinous flooring system as shown on the drawings and in schedules.
- B. Related sections include the following:
 - 1. Cast-in-Place Concrete, section 03 30 00
 - 2. Concrete Curing, section 03 39 00

1.3 SYSTEM DESCRIPTION

- A. The work shall consist of preparation of the substrate, the furnishing and application of a cementitious urethane mortar to slope floor to drain at 1/8"/ft, a rapid drying, calcium aluminate based cementitious urethane based self-leveling seamless flooring system with decorative quartz aggregate broadcast and Epoxy broadcast and urethane topcoat.
- B. The system shall have the color and texture as specified by the Owner with a nominal thickness of 1/4 inch. It shall be applied to the prepared area(s) as defined in the plans strictly in accordance with the Manufacturer's recommendations.
- C. Cove base (4 inch) to be applied where noted on plans and per manufacturers standard details unless otherwise noted

1.4 SUBMITTALS

- A. Product Data: Latest edition of Manufacturer's literature including performance data and installation procedures.
- B. Manufacturer's Safety Data Sheet (SDS) for each product being used.
- C. Samples: A 3 x 3 inch square sample of the proposed system. Color, texture, and thickness shall be representative of overall appearance of finished system subject to normal tolerances.

1.5 QUALITY ASSURANCE

- A. The Manufacturer shall have a minimum of 10 years experience in the production, sales, and technical support of epoxy and urethane industrial flooring and related materials.
- B. The Applicator shall have experience in installation of the flooring system as confirmed by the manufacturer in all phases of surface preparation and application of the product specified.
- C. No requests for substitutions shall be considered that would change the generic type of the specified System.
- D. System shall be in compliance with requirements of United States Department of Agriculture (USDA), Food, Drug Administration (FDA), and local Health Department.
- E. System shall be in compliance with the Indoor Air Quality requirements of California section 01350 as verified by a qualified independent testing laboratory.
- F. System shall comply with LEED v4 EPD requirements. Information must be submitted with proposal at bid date.
- G. A pre-installation conference shall be held between Applicator, General Contractor and the Owner to review and clarification of this specification, application procedure, quality control, inspection and acceptance criteria and production schedule.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Packing and Shipping
 - 1. All components of the system shall be delivered to the site in the Manufacturer's packaging, clearly identified with the product type and batch number.
- B. Storage and Protection
 - 1. The Applicator shall be provided with a dry storage area for all components. The area shall be between 60 F and 85 F, dry, out of direct sunlight and in accordance with the Manufacturer's recommendations and relevant health and safety regulations.
 - 2. Copies of Safety Data Sheets (SDS) for all components shall be kept on site for review by the Engineer or other personnel.
- C. Waste Disposal
 - 1. The Applicator shall be provided with adequate disposal facilities for non-hazardous waste generated during installation of the system.

1.7 PROJECT CONDITIONS

- A. Site Requirements
 - 1. Application may proceed while air, material and substrate temperatures are between 60 F and 85 F providing the substrate temperature is above the dew point. Outside of this range, the Manufacturer shall be consulted.
 - 2. The relative humidity in the specific location of the application shall be less than 85 % and the surface temperature shall be at least 5 F above the dew point.
 - 3. The Applicator shall ensure that adequate ventilation is available for the work area. This shall include the use of manufacturer's approved fans, smooth bore tubing and closure of the work area.
 - 4. The Applicator shall be supplied with adequate lighting equal to the final lighting level during the preparation and installation of the system.
- B. Conditions of new concrete to be coated with cementitious urethane material.
 - 1. Concrete shall be moisture cured for a minimum of 3 days and have fully cured a minimum of 5 days in accordance with ACI-308 prior to the application of the coating system pending moisture tests.
 - 2. Concrete shall have a flat rubbed finish, float or light steel trowel finish (a hard steel trowel finish is neither necessary nor desirable).
 - 3. Sealers and curing agents should not to be used.
 - 4. Concrete shall have minimum design strength of 3,500 psi. and a maximum water/cement ratio of 0.45
 - 5. Concrete surfaces on grade shall have been constructed with a vapor barrier to protect against the effects of vapor transmission and possible delamination of the system.
- C. Safety Requirements
 - 1. All open flames and spark-producing equipment shall be removed from the work area prior to commencement of application.
 - 2. "No Smoking" signs shall be posted at the entrances to the work area.
 - 3. The Owner shall be responsible for the removal of foodstuffs from the work area.
 - 4. Non-related personnel in the work area shall be kept to a minimum.

1.8 WARRANTY

- A. Dur-A-Flex, Inc. warrants that material shipped to buyers at the time of shipment substantially free from material defects and will perform substantially to Dur-A-Flex, Inc. published literature if used in accordance with the latest prescribed procedures and prior to the expiration date.
- B. Dur-A-Flex, Inc. liability with respect to this warranty is strictly limited to the value of the material purchase.

PART 2 – PRODUCTS

2.1 FLOORING

A. Dur-A-Flex, Inc, Hybri-Flex EQ (self leveling broadcast quartz), epoxy/aliphatic urethane topcoat seamless flooring system.

1. System Materials:

- a. Topping: Dur-A-Flex, Inc, Poly-Crete MD resin, hardener and SL aggregate.
- b. The broadcast aggregate shall be Dur-A-Flex, Inc. Q28 quartz aggregate.
- c. Broadcast: Dur-A-Flex, Inc. Dur-A-Glaze #4, epoxy based two-component resin.
- d. Seal Coats: Dur-A-Flex, Inc Dur-A-Glaze #4, epoxy-based, two-component resin.
- e. Topcoat: Dur-A-Flex, Inc. Armor Top aliphatic urethane resin and hardener.

2. Patch Materials

- a. Shallow Fill and Patching: Use Dur-A-Flex, Inc. Polycrete MD (up to ¼ inch).
- b. Deep Fill and Sloping Material (over ¼ inch): Use Dur-A-Flex, Inc. Polycrete WR.

2.2 MANUFACTURER

- A. Dur-A-Flex, Inc., 95 Goodwin Street, East Hartford, CT 06108, Phone: (860) 528-9838, Fax: (860) 528-2802
- B. Manufacturer of Approved System shall be single source and made in the USA.

2.3 PRODUCT REQUIREMENTS

A. Topping

Poly-Crete SL

- | | |
|--|---------------------------|
| 1. Percent Reactive | 100 % |
| 2. VOC | 0 g/L |
| 3. Bond Strength to Concrete ASTM D 4541 | 400 psi, substrates fails |
| 4. Compressive Strength, ASTM C 579 | 9,000 psi |
| 5. Tensile Strength, ASTM D 638 | 2,175 psi |
| 6. Flexural Strength, ASTM D 790 | 5,076 psi |
| 7. Impact Resistance @ 125 mils, MIL D-3134,
No visible damage or deterioration | 160 inch lbs |

C. Broadcast Coat, Grout Coat(s)

Dur-A-Glaze #4 Resin

- | | |
|--|------------------------------|
| 1. Percent Reactive, | 100 % |
| 2. VOC | <4 g/L |
| 3. Water Absorption, ASTM D 570 | 0.04% |
| 4. Tensile Strength, ASTM D 638 | 4000psi |
| 5. Coefficient of thermal expansion
ASTM D 696, | 2 x 10 ⁻⁵ in/in/F |
| 6. Flammability ASTM D-635 | Self-Extinguishing |
| 7. Flame Spread/ NFPA 101 ASTM E-84 | Class A |

D. Topcoat

Armor Top

- | | |
|---|--|
| 1. VOC | 0 g/L |
| 2. 60 Degree Gloss ASTM D523 | 75+/-5 |
| 3. Mixed Viscosity, (Brookfield 25°C) | 500 cps |
| 4. Tensile strength, ASTM D 638 | 7,000 psi |
| 5. Abrasion Resistance, ASTM D4060
CS 17 wheel (1,000 g load) 1,000 cycles | Gloss 10 Satin 12 mg loss without grit |
| 6. Pot life @ 70° F 50% RH | 2 hours |
| 7. Full Chemical resistance | 7 days |

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas and conditions, with Applicator present, for compliance with requirements for maximum moisture content, installation tolerances and other conditions affecting flooring performance.
 - 1. Verify that substrates and conditions are satisfactory for flooring installation and comply with requirements specified.

3.2 PREPARATION

A. General

- 1. New and existing concrete surfaces shall be free of oil, grease, curing compounds, loose particles, moss, algae growth, laitance, friable matter, dirt, and bituminous products.
- 2. Moisture Testing: Perform tests recommended by manufacturer and as follows.
 - a. Perform core testing by pulling 2 inch diameter cores that are 2 inches in depth. Pull a minimum of 2 cores for 1500 SF area. Provide cost of pulling cores and core analysis in proposal. Total soluble salts (Sodium, Potassium, Chloride) should be less than 3200ppm.
 - b. Perform relative humidity test using in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 99% relative humidity level measurement.
 - c. If the vapor drive exceeds 99% relative humidity or soluble salts are greater than 3200ppm, then the Owner and/or Engineer shall be notified and advised of additional cost for the possible installation of a vapor mitigation system that has been approved by the manufacturer or other means to lower the value to the acceptable limit.
- 3. Mechanical surface preparation
 - a. Shot blast all surfaces to receive flooring system with a mobile steel shot, dust recycling machine (Blastrac or equal). All surface and embedded accumulations of paint, toppings hardened concrete layers, laitance, power trowel finishes and other similar surface characteristics shall be completely removed leaving a bare concrete surface having a minimum profile of CSP 3-5 as described by the International Concrete Repair Institute.
 - b. Floor areas inaccessible to the mobile blast machines shall be mechanically abraded to the same degree of cleanliness, soundness and profile using diamond grinders, needle guns, bush hammers, or other suitable equipment.
 - c. Where the perimeter of the substrate to be coated is not adjacent to a wall or curb, a minimum 1/4 inch key cut shall be made to properly seat the system, providing a smooth transition between areas. The detail cut shall also apply to drain perimeters and expansion joint edges.
 - d. Cracks and joints (non-moving) greater than 1/8 inch wide are to be chiseled or chipped-out and repaired per manufacturer's recommendations.
- 4. At spalled or worn areas, mechanically remove loose or delaminated concrete to a sound concrete and patch per manufacturer's recommendations.

3.3 APPLICATION

A. General

- 1. The system shall be applied in five distinct steps as listed below:
 - a. Substrate preparation
 - b. Pitching application with cementitious urethane mortar at 1/8"/ft.
 - c. Topping/overlay application with quartz aggregate broadcast.
 - d. Resin application with quartz aggregate broadcast.
 - e. Topcoat application
 - f. Final urethane topcoat application.
- 2. Immediately prior to the application of any component of the system, the surface shall be dry and any remaining dust or loose particles shall be removed using a vacuum or clean, dry, oil-free compressed air.
- 3. The handling, mixing and addition of components shall be performed in a safe manner to achieve the desired results in accordance with the Manufacturer's recommendations.

4. The system shall follow the contour of the substrate unless pitching or other leveling work has been specified by the Architect.
 5. A neat finish with well-defined boundaries and straight edges shall be provided by the Applicator.
- B. Sloping
1. The sloping mortar shall be applied to pitch the floor to the drain as indicated on the drawings at 1/8"/ft.
 2. Wet prime the concrete with three components, a resin, hardener, and filler at 100 sf/kit.
 3. Apply the three components, a resin, hardener, and aggregate as supplied by the manufacturer.
 4. Screed the urethane mortar and close with a steel trowel to pitch floor to the drains.
- C. Topping
1. The topping shall be applied as a self-leveling system as specified by the Architect. The topping shall be applied in one lift with a nominal thickness of 1/8 inch.
 2. The topping shall be comprised of three components, a resin, hardener and filler as supplied by the Manufacturer.
 3. The hardener shall be added to the resin and thoroughly dispersed by suitably approved mechanical means. SL Aggregate shall then be added to the catalyzed mixture and mixed in a manner to achieve a homogenous blend.
 4. The topping shall be applied over horizontal surfaces using 1/2 inch "v" notched squeegee, trowels or other systems approved by the Manufacturer.
 5. Immediately upon placing, the topping shall be degassed with a loop roller.
 6. Quartz aggregate shall be broadcast to excess into the wet material at the rate of 0.8 lbs/sf.
 7. Allow material to fully cure. Vacuum, sweep and/or blow to remove all loose aggregate.
- D. Broadcast
1. The broadcast coat resin shall be applied at the rate of 90 sf/gal.
 2. The broadcast coat shall be comprised of liquid components, combined at a ratio of 2 parts resin to 1 part hardener by volume and shall be thoroughly blended by mechanical means such as a high speed paddle mixer.
 3. Quartz aggregate shall be broadcast into the wet resin at the rate of 0.5 lbs/sf.
 4. Allow material to fully cure. Vacuum, sweep and/or blow to remove all loose aggregate.
- E. Grout Coat and Topcoat
1. The first grout coat shall be squeegee applied with a coverage rate of 90 sf/gal.
 2. The grout coat shall be comprised of liquid components, combined at a ratio of 2 parts resin to 1 part hardener by volume and shall be thoroughly blended by mechanical means such as a high speed paddle mixer.
 3. The grout coat will be back rolled and cross rolled to provide a uniform standard texture and finish.
 4. The final topcoat (Armor Top with duragrip) shall be roller applied with a coverage rate of 500 sf/gal.
 5. The finish floor will have a nominal thickness of 1/4 inch.

3.4 FIELD QUALITY CONTROL

A. Tests, Inspection

1. The following tests shall be conducted by the Applicator:
 - a. Temperature
 1. Air, substrate temperatures and, if applicable, dew point.
 - b. Coverage Rates
 1. Rates for all layers shall be monitored by checking quantity of material used against the area covered.

3.5 CLEANING AND PROTECTION

- A. Cure flooring material in compliance with manufacturer's directions, taking care to prevent their contamination during stages of application and prior to completion of the curing process.
- B. Remove masking. Perform detail cleaning at floor termination, to leave cleanable surface for subsequent work of other sections.

2019Hybri-Flex EQ 28, Armor Top with grip including slope to drain

Please recycle - Thank you!

**SECTION 09 67 23-RESINOUS FLOORING
HYBRI-FLEX EC Macro Chip Earthstone**

Date:6/18

PART 1 – GENERAL**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section includes the following:
 - 1. Resinous flooring system as shown on the drawings and in schedules.
- B. Related sections include the following:
 - 1. Cast-in-Place Concrete, section 03 30 00
 - 2. Concrete Curing, section 03 39 00

1.3 SYSTEM DESCRIPTION

- A. The work shall consist of preparation of the substrate, the furnishing and application of a cementitious urethane based self-leveling seamless flooring system with decorative chip broadcast and Epoxy broadcast and topcoats.
- B. The system shall have the color and texture as specified by the Owner with a nominal thickness of 3/16 inch. It shall be applied to the prepared area(s) as defined in the plans strictly in accordance with the Manufacturer's recommendations.
- C. Cove base (if required) to be applied where noted on plans and per manufacturers standard details unless otherwise noted

1.4 SUBMITTALS

- A. Product Data: Latest edition of Manufacturer's literature including performance data and installation procedures.
- B. Manufacturer's Material Safety Data Sheet (MSDS) for each product being used.
- C. Samples: A 3 inch square sample of the proposed system. Color, texture, and thickness shall be representative of overall appearance of finished system.

1.5 QUALITY ASSURANCE

- A. The Manufacturer shall have a minimum of 5 years experience in the production, sales, and technical support of cementitious urethane, epoxy industrial flooring, chip aggregate and related materials.
- B. The Applicator shall have been approved by the flooring system manufacturer in all phases of surface preparation and application of the product specified.
- C. No requests for substitutions shall be considered that would change the generic type of the specified System.
- D. System shall be in compliance with requirements of United States Department of Agriculture (USDA), Food, Drug Administration (FDA), and local Health Department.
- E. System shall be in compliance with the Indoor Air Quality requirements of California section 01350 as verified by a qualified independent testing laboratory.
- F. A pre-installation conference shall be held between Applicator, General Contractor and the Owner to review and clarification of this specification, application procedure, quality control, inspection and acceptance criteria and production schedule.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Packing and Shipping

1. All components of the system shall be delivered to the site in the Manufacturer's packaging, clearly identified with the product type and batch number.

B. Storage and Protection

1. The Applicator shall be provided with a dry storage area for all components. The area shall be between 60 F and 85 F, dry, out of direct sunlight and in accordance with the Manufacturer's recommendations and relevant health and safety regulations.
2. Copies of Material Safety Data Sheets (MSDS) for all components shall be kept on site for review by the Engineer or other personnel.

C. Waste Disposal

1. The Applicator shall be provided with adequate disposal facilities for non-hazardous waste generated during installation of the system.

1.7 PROJECT CONDITIONS

A. Site Requirements

1. Application may proceed while air, material and substrate temperatures are between 60 F and 85 F providing the substrate temperature is above the dew point. Outside of this range, the Manufacturer shall be consulted.
2. The relative humidity in the specific location of the application shall be less than 85 % and the surface temperature shall be at least 5 F above the dew point.
3. The Applicator shall ensure that adequate ventilation is available for the work area. This shall include the use of manufacturer's approved fans, smooth bore tubing and closure of the work area.
4. The Applicator shall be supplied with adequate lighting equal to the final lighting level during the preparation and installation of the system.

B. Conditions of new concrete to be coated with cementitious urethane material.

1. Concrete shall be moisture cured for a minimum of 3 days and have fully cured a minimum of 5 days in accordance with ACI-308 prior to the application of the coating system pending moisture tests.
2. Concrete shall have a flat rubbed finish, float or light steel trowel finish (a hard steel trowel finish is neither necessary nor desirable).
3. Sealers and curing agents should not to be used.
4. Concrete shall have minimum design strength of 3,500 psi. and a maximum water/cement ratio of 0.45
5. Concrete surfaces on grade shall have been constructed with a vapor barrier to protect against the effects of vapor transmission and possible delamination of the system.

C. Safety Requirements

1. All open flames and spark-producing equipment shall be removed from the work area prior to commencement of application.
2. "No Smoking" signs shall be posted at the entrances to the work area.
3. The Owner shall be responsible for the removal of foodstuffs from the work area.
4. Non-related personnel in the work area shall be kept to a minimum.

1.8 WARRANTY

- A. Dur-A-Flex, Inc. warrants that material shipped to buyers at the time of shipment substantially free from material defects and will perform substantially to Dur-A-Flex, Inc. published literature if used in accordance with the latest prescribed procedures and prior to the expiration date.
- B. Dur-A-Flex, Inc. liability with respect to this warranty is strictly limited to the value of the material purchase.

PART 2 – PRODUCTS

2.1 FLOORING

- A. Dur-A-Flex, Inc, Hybri-Flex EC (self leveling chip broadcast), epoxy/aliphatic urethane topcoat seamless flooring system.
 - 1. System Materials:
 - a. Topping: Dur-A-Flex, Inc, Poly-Crete MD resin, hardener and SL aggregate.
 - b. The broadcast aggregate shall be Dur-A-Flex, Inc. Macro Earthstone flake.
 - c. Broadcast: Dur-A-Flex, Inc. Dur-A-Glaze #4, epoxy based two-component resin.
 - d. Seal coats: Dur-A-Flex, Inc Dur-A-Glaze #4, epoxy-based, two-component resin.
 - e. Top coat: Dur-A-Flex, Inc. Armor Top Gloss, grit, aliphatic urethane 2 component resin.
 - 2. Patch Materials
 - a. Shallow Fill and Patching: Use Dur-A-Flex, Inc. Poly-Crete MD (up to ¼ inch).
 - b. Deep Fill and Sloping Material (over ¼ inch): Use Dur-A-Flex, Inc. Poly-Crete WR.

2.2 MANUFACTURER

- A. Dur-A-Flex, Inc., 95 Goodwin Street, East Hartford, CT 06108, Phone: (860) 528-9838, Fax: (860) 528-2802
- B. Manufacturer of Approved System shall be single source and made in the USA.

2.3 PRODUCT REQUIREMENTS

A.	Topping	Poly-Crete SL
1.	Percent Reactive	100 %
2.	VOC	0 g/L
3.	Bond Strength to Concrete ASTM D 4541	400 psi, substrates fails
4.	Compressive Strength, ASTM C579	7,250 psi
5.	Tensile Strength, ASTM D 638	750 psi
6.	Flexural Strength, ASTM D 790	4,400 psi
7.	Impact Resistance @ 125 mils, MIL D-3134, No visible damage or deterioration	160 inch lbs
B.	Broadcast/Grout Coat	Dur-A-Glaze #4 Resin
1.	Percent Reactive,	100 %
2.	VOC	<4 g/L
3.	Water Absorption, ASTM D 570	0.04%
4.	Tensile Strength, ASTM D 638	4000psi
5.	Coefficient of thermal expansion ASTM D 696,	2 x 10 ⁻⁵ in/in/F
6.	Flammability ASTM D-635	Self-Extinguishing
7.	Flame Spread/ NFPA 101 ASTM E-84	Class A
C.	Topcoat	Armor Top Gloss
1.	VOC	0 g/L
2.	60 Degree Gloss ASTM D523	50+/-10
3.	Tensile strength, ASTM D 638	7,000 psi
4.	Elongation ASTM D2370	9%
5.	Abrasion Resistance ASTM D-460 CS 17 1,000 gm load, 1,000 cycles	12 mg loss
6.	Potlife @ 68 F	45 minutes
7.	Dry properties, 75°F, 50% R.H.	3 hours
8.	hard Dry	24 hours
9.	Full Chemical resistance	7 days

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas and conditions, with Applicator present, for compliance with requirements for maximum moisture content, installation tolerances and other conditions affecting flooring performance.
 - 1. Verify that substrates and conditions are satisfactory for flooring installation and comply with requirements specified.

3.2 PREPARATION

A. General

- 1. New and existing concrete surfaces shall be free of oil, grease, curing compounds, loose particles, moss, algae growth, laitance, friable matter, dirt, and bituminous products.
- 2. Moisture Testing: Perform tests recommended by manufacturer and as follows.
 - a. Perform anhydrous calcium chloride test ASTM F 1869-98. Application will proceed only when the vapor/moisture emission rates from the slab is less than and not higher than 20 lbs/1,000 sf/24 hrs.
 - b. Perform relative humidity test using in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 99% relative humidity level measurement.
 - c. If the vapor drive exceeds 99% relative humidity or 20 lbs/1,000 sf/24 hrs then the Owner and/or Engineer shall be notified and advised of additional cost for the possible installation of a vapor mitigation system that has been approved by the manufacturer or other means to lower the value to the acceptable limit.
- 3. Mechanical surface preparation
 - a. Shot blast all surfaces to receive flooring system with a mobile steel shot, dust recycling machine (Blastrac or equal). All surface and embedded accumulations of paint, toppings hardened concrete layers, laitance, power trowel finishes and other similar surface characteristics shall be completely removed leaving a bare concrete surface having a minimum profile of CSP 4 as described by the International Concrete Repair Institute.
 - b. Floor areas inaccessible to the mobile blast machines shall be mechanically abraded to the same degree of cleanliness, soundness and profile using diamond grinders, needle guns, bush hammers, or other suitable equipment.
 - c. Where the perimeter of the substrate to be coated is not adjacent to a wall or curb, a minimum 1/4 inch key cut shall be made to properly seat the system, providing a smooth transition between areas. The detail cut shall also apply to drain perimeters and expansion joint edges.
 - d. Cracks and joints (non-moving) greater than 1/8 inch wide are to be chiseled or chipped-out and repaired per manufacturer's recommendations.
- 4. At spalled or worn areas, mechanically remove loose or delaminated concrete to a sound concrete and patch per manufacturer's recommendations.

3.3 APPLICATION

A. General

- 1. The system shall be applied in five distinct steps as listed below:
 - a. Substrate preparation
 - b. Topping/overlay application with chip broadcast.
 - c. Resin application with chip broadcast.
 - d. Grout coat application
 - e. Topcoat application.
- 2. Immediately prior to the application of any component of the system, the surface shall be dry and any remaining dust or loose particles shall be removed using a vacuum or clean, dry, oil-free compressed air.
- 3. The handling, mixing and addition of components shall be performed in a safe manner to achieve the desired results in accordance with the Manufacturer's recommendations.

4. The system shall follow the contour of the substrate unless pitching or other leveling work has been specified by the Architect.
5. A neat finish with well-defined boundaries and straight edges shall be provided by the Applicator.

B. Topping

1. The topping shall be applied as a self-leveling system as specified by the Architect. The topping shall be applied in one lift with a nominal thickness of 1/8 inch.
2. The topping shall be comprised of three components, a resin, hardener and filler as supplied by the Manufacturer.
3. The hardener shall be added to the resin and thoroughly dispersed by suitably approved mechanical means. SL Aggregate shall then be added to the catalyzed mixture and mixed in a manner to achieve a homogenous blend.
4. The topping shall be applied over horizontal surfaces using 1/2 inch "v" notched squeegee, trowels or other systems approved by the Manufacturer.
5. Immediately upon placing, the topping shall be degassed with a loop roller.
6. Chip aggregate shall be broadcast to excess into the wet material at the rate of 0.1 lbs/sf.
7. Allow material to fully cure. Vacuum, sweep and/or blow to remove all loose chips.

C. Broadcast

1. The broadcast coat resin shall be applied at the rate of 150 sf/gal.
2. The broadcast coat shall be comprised of liquid components, combined at a ratio of 2 parts resin to 1 part hardener by volume and shall be thoroughly blended by mechanical means such as a high speed paddle mixer.
3. Chip aggregate shall be broadcast into the wet resin at the rate of 0.1 lbs/sf.
4. Allow material to fully cure. Vacuum, sweep and/or blow to remove all loose chips.

D. Grout Coat

1. The grout coat shall be squeegee applied with a coverage rate of 100 sf/gal.
2. The grout coat shall be comprised of liquid components, combined at a ratio of 2 parts resin to 1 part hardener by volume and shall be thoroughly blended by mechanical means such as a high speed paddle mixer.
3. The grout coat will be back rolled and cross rolled to provide a uniform texture and finish.

E. Topcoat

1. The topcoat shall be roller applied with a coverage rate of 500 sf/gal with grit additive.
2. The finish floor will have a nominal thickness of 3/16 inch.

3.4 FIELD QUALITY CONTROL

A. Tests, Inspection

1. The following tests shall be conducted by the Applicator:
 - a. Temperature
 1. Air, substrate temperatures and, if applicable, dew point.
 - b. Coverage Rates
 1. Rates for all layers shall be monitored by checking quantity of material used against the area covered.

3.5 CLEANING AND PROTECTION

- A. Cure flooring material in compliance with manufacturer's directions, taking care to prevent their contamination during stages of application and prior to completion of the curing process.
- B. Remove masking. Perform detail cleaning at floor termination, to leave cleanable surface for subsequent work of other sections.

Sincerely,

The Core Testing Department
cores@dur-a-flex.com
Research and Development Dept.
Dur-A-Flex, Inc.

Core Analysis Conditions & Qualifications

The results of any core analysis test are necessarily influenced by the condition and selection of the samples to be analyzed. It should be recognized that geological samples are commonly heterogeneous and lack uniform properties. Mineralogical data obtained for a specific sample provides compositional data pertinent to that specific sampling location. Such site-specific data may fail to provide adequate characterization of the range of compositional variability possible within a given project area. Thus, Dur-A-Flex recommends a sampling grid of the entire area to minimize the risk and fully characterize the substrate. The projection of these laboratory findings and values to adjoining, untested areas of the project area is inherently risky, and Dur-A-Flex makes no representation about adjoining areas. Unless otherwise directed, the samples selected for analysis will be chosen to reflect a visually representative portion of the bulk sample submitted for analysis. Where provided, the interpretation of core analysis results constitutes the best geological judgment of Dur-A-Flex, Inc. and is subject to the sampling limitations described above, and the detection limits inherent to semi-quantitative and/or qualitative mineralogical analysis.

Dur-A-Flex, Inc. shall not assume liability, risk or responsibility for any loss or failure associated with the application or use of laboratory data. Dur-A-Flex, Inc. assumes no responsibility nor offers any warranty based upon the data or conclusions presented in this report or its recommendations.

DUR-A-FLEX MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. DUR-A-FLEX SHALL NOT BE LIABLE FOR PROSPECTIVE PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, based upon negligence, breach of warranty, strict liability in tort or any other cause of action. Any controversy or claim arising out of or relating to the within Core Analysis Conditions & Qualifications shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Venue for the arbitration shall be in Hartford, Connecticut.



DUR-A-FLEX
INNOVATION FROM THE FLOOR UP

CORE ANALYSIS PROGRAM

FLOOR PRETESTING INFORMATION & LAYOUT FORM

2019-089

3 cores

General Information (* denotes required information)

*Project Name YORK CT WEST DINING 1906 Date 7-1-19

*Project Facility Address 201 WEST MAIN ST City NORWICH State CT

*Flooring Contractor UNKNOWN @ THIS TIME *Phone _____

*Flooring Contractor Contact Name UNKNOWN @ THIS TIME

*Flooring Contractor Address N/A City N/A State N/A

*Send report to: THOMAS LEVESQUE Email address THOMAS.LEVESQUE@CT.GOV

*Size of floor _____ sq. ft. Dur-A-Flex Sales Rep. _____

Concrete Information

Approximate age of concrete: _____

Y N Slab on grade?

Y N Vapor barrier installed? Thickness? _____ Mils

Previous flooring system: Tile VCT* Sheet Vinyl* Rubber Carpet Wood Sports Floor Epoxy None

*Always pull cores from grout or seam lines whenever possible.

Y N (ATSM F2170) Relative Humidity Testing? (If yes note locations and readings on sketch page)

Y N Compressive strength spec'd? _____ psi Concrete surface preparation _____

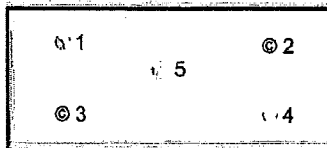
Floor Layout

Use Floor Layout Sketch form to draw a diagram of the floor to be tested with approximate dimensions. Note on the drawing as follows:

- @ with number to denote where core samples were taken
- RH to denote where relative humidity was tested (if applicable)
- Note any adverse areas (seams, drains, etc.) on the page

Core Testing

The goal is to get as good a representation of the floor as possible. Core samples should be a minimum of 1-1/2" diameter x 2" long. As a guide, a minimum of 5 core samples should be taken up to 5,000 sq. ft. (see example below), then 1 for every 1,500 sq. ft. thereafter. For smaller areas and/or unusual floor layouts, please contact Dur-A-Flex Tech Support (Tel: 800-253-3539) for assistance.

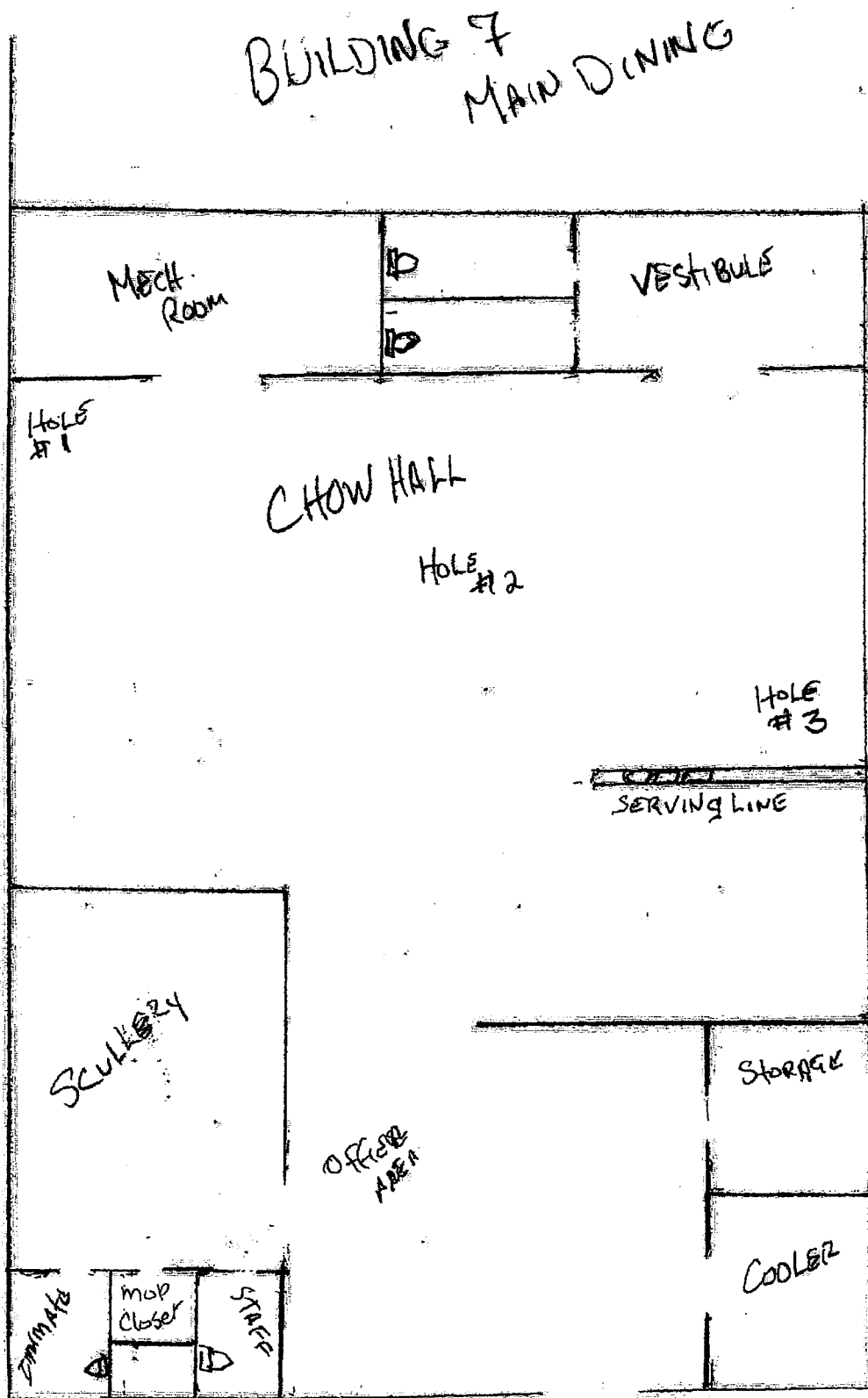


*** Please number your cores ***

I certify that the information provided is true and accurate to the best of my knowledge and have received and agree to the core analysis conditions and qualifications attached.

Signature/Name T. LEVESQUE Date 7-9-19

Floor Layout Sketch Form Draw approximate floor plan with dimensions here. Note any adverse conditions (seams, drains, etc.) as needed.



DUR-A-FLEX

Concrete Core Analysis Test Report

Report Number: **2019-089**

Project Ref: **York Cl, West Dining 19-06**

Customer: **Unkown**

Address: **201 West Main St.**

City, State, Zip: **Niantic, CT.**

July 17, 2019

The following results are based on Ion Chromatography data from a Metrohm 850 Professional series Ion Chromatograph. The total soluble alkali and chloride ion concentrations are summarized in the table below.

Sample Number	Sodium (Na)	Potassium (K)	Chloride (Cl)	Total ppms
<i>Normal range in substrate:</i>	<i>~200-800 ppm</i>	<i>~200-800 ppm</i>	<i>~10-100 ppm</i>	<i>~1600 ppm</i>
2019-089-1a	291	333		800
2019-089-1b	238	301		653
2019-089-2a	121	159	20	300
2019-089-2b	123	224	17	364
2019-089-3a	372	561	27	960
2019-089-3b	382	551	28	961

A= 1-3mm below top surface

B= 3-6mm below top surface

[REDACTED]. Consult your Dur-A-Flex Sales or Technical Representative to discuss the above results and possible resinous flooring options.

Pre-installation Acceptable Soluble Ion Levels in Substrate by Product (combined Na, K, Cl):

Epoxy, MVP, MMA, ACCELERA 1600 ppm

Poly-Crete SLB, MD, HF (w/topcoats), 3200 ppm

Hybri-Flex E, M or A

Poly-Crete MD, HF (no topcoats) 4800 ppm

Cores are tested after removal of any existing flooring system.

The above results are representative of the cores analyzed and may not be representative of the entire concrete floor.

STATE OF CONNECTICUT

Department of Correction

Exhibit B

BID NO.:

20DOC0505AA

Buyer Name

Michael McGuinness

(860)692-7851

Telephone Number

PRICE SCHEDULE

for Bid #

20DOC0505AA

DELIVERY:

TERMS:

CASH DISCOUNT:

%

Days

BIDDER NAME:

SSN OR FEIN #:

Page 1 of 1

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	Quantity	DELIVERED NET UNIT PRICE
1.	<p>Installation of Dur-A-Flex flooring at York CI.</p> <p>PLEASE SEE ATTACHMENT FOR SPECIFICATIONS</p> <p>Only authorized Dur-A-Flex dealers will be allowed at the pre-bid. Also, there will be no flooring substitutions allowed.</p>	1	
	<p>_____</p> <p>Bidders Signature Date</p>	<p>Net Total</p>	<p>\$ _____</p> <p>_____</p>

STATE OF CONNECTICUT

BIDDER'S STATEMENT OF QUALIFICATIONS

Bid Number: 20DOC0505AA
--

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

Bid Number: 20DOC0505AA
--

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.

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

BID PROPOSAL

Bid No: 20DOC0505AA	Bid Opening Date: August 29, 2019	Bid Opening Time: 2:00 PM
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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 CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? <input type="checkbox"/> YES (ATTACH CERTIFICATE COPY TO BID) <input type="checkbox"/> NO		
IF YOUR BUSINESS IS A PARTNERSHIP , YOU MUST ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO THIS BID WHEN RETURNED.		
IF YOUR BUSINESS IS A CORPORATION , IN WHICH STATE ARE YOU INCORPORATED?		
IS YOU ARE A STATE EMPLOYEE , 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.		
REMITTANCE INFORMATION: IN THIS BOX, INDICATE THE REMITTANCE ADDRESS OF YOUR BUSINESS IF DEFFERENT FROM ABOVE.		

BID PROPOSAL

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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.

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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.

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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.

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- 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

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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.

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.

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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: draftspersons, 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.

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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 <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American
Other Locations in CT (if any)	<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 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers <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	12. Does your company have a written affirmative action plan? <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 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

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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:
20DOC0505AA

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. 1st 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. 2nd 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. 1st 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. 2nd 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.

FORM A

**Bid Number:
20DOC0505AA**



**STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Representation
By Individual
For All Contract Types Regardless of Value**

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 individual who is not an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut, regardless of contract value. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF AN INDIVIDUAL:

I, _____, of _____,
Signatory Business Address

represent that I will comply with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1)and 4a-60a(a)(1), as amended.

Signatory Date

Printed Name

FORM B

Bid Number:
20DOC0505AA



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