

Trumbull Housing Authority
REQUEST FOR PROPOSALS
Stern Village Window Replacement

RE-BID RFP 6339 Due: May 29, 2019 @ 2:00PM

GENERAL INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS:

The Trumbull Housing Authority, hereinafter referred to as the Owner, invites bids on the forms attached hereto. All blanks must be appropriately filled in. Sealed bids will be received at the Town Hall Purchasing Department on behalf of the Trumbull Housing Authority hereinafter referred to as the Owner, no later than 2 p.m., Thursday, May 29, 2019 at the Trumbull Town Hall, 5866 Main Street, Trumbull, Connecticut, 06611 at which time and place they will be publicly opened and read aloud. The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or the authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 90 days after the actual date of the opening thereof. The Owner may accept or reject any or all bids or any or all portions of bidders and take any action deemed to be in its best interest.

A pre-bid conference is Highly encouraged to review the project will be held at 200 Hedgehog Circle, Trumbull, CT, 06611, Wednesday May 15, 2019 at 10 AM. All prospective bidders are strongly encouraged to attend.

2. PREPARATION OF BID:

One (1) original and three (3) exact copies of the Proposal shall be submitted in a sealed envelope, and addressed to: **Purchasing Agent Kevin Bova, Town of Trumbull**, in a sealed envelope and plainly marked on the outside as **"Bid 6339 Stern Village Energy Improvements"** the envelope shall bear on the outside the name of the proposer and address. No oral, Email, telephone or telegraphic responses will be considered. Proposals received after the advertised time and date due shall not be opened or considered. The Town on behalf of the Trumbull Housing Authority reserves the right to communicate with any or all of the proposers to clarify the provisions of Proposals. The Town on behalf of the Trumbull Housing Authority further reserves the right to request additional information from any proposer at any time after proposals are opened.

- a) All Proposals must be made on the enclosed Proposal form. All blank spaces for Proposal prices must be filled in, in ink or typewritten, and the proposal form must be fully completed and executed when submitted. Please be advised that the person signing the formal proposal must be authorized by your organization to contractually bind your firm with regard to prices and related contractual obligations for the subject project and for the contractual period requested
- b) The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension or decimal point error.

Only complete bids will be accepted. In order for a bid to be complete, it must include all of the following;

- A. Form of Bid
- B. Bid security (*bid bond or Certified check*)
- C. Certification of Bidder Regarding EEO form. (subcontractors' form not required at time of bid).
- D. Non-Collusion Affidavit of Prime Bidder form. (subcontractors' form not required as part of bid)
- E. Contractor Certification Regarding OSHA in accordance with 29 CFR 1910.268.
- F. Contractors Qualification/Experience Statement

- G. Licenses (State of CT Department of Consumer Protection/CT Secretary of State)
- H. Copy of DAS Certification for WBE, SBE, MBE or DBE (If applicable)

PROPOSAL RESPONSE TIME

Responses to this request shall be received at the office of the Purchasing Agent, Town Hall prior to the advertised hour (noted above) of opening, at which time all proposals (total proposal amount only) shall be publicly opened and read aloud. A proposer may withdraw a proposal at any time prior to the above scheduled date and time. Any proposal received after the above scheduled date and time shall not be considered or opened. No proposer may withdraw a proposal within Ninety (90) days after the actual proposal opening.

Definitions

- 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms authorized in this section. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.
- 1.2 Addenda are written or graphic instruments issued by the Architect prior to receipt of bids which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- 1.3 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.4 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
- 1.5 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- 1.6 A Unit Price is an amount stated in the Bid as a price per unit of Measurement for materials, equipment or services for a portion of the Work as described in the Bidding Documents.
- 1.7 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.
- 1.8 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

Bid Award

The Owner may award the bid to the responsible bidder whose bid, conforming with all the material, terms and conditions of the invitation for bids, is the lowest in price and meets the bid submission requirements noted herein.

Bid award is subject to the terms and conditions of 24 CFR PAT 85.36 (d) (2) for sealed bid Projects. Award will be based on the base bid plus any add/deduct alternates as selected by the owner if Funds are available.

The Purchasing agent from Town Hall on will issue notification of award in writing and a Purchase order. The Owner Rep Architect George Wiles, AIA, Wiles + Architects will issue an AIA contract.

3. SUBCONTRACTS:

RE- BID-RFP 6339 –Stern Village Window replacement

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must: The main contractor is responsible for their all sub-contractors once awarded

- A.** Subcontractor Certification Regarding OSHA in accordance with 29 CFR 1910.268
- B.** Copy of State of CT Applicable License
- G.** Comply with the Federal Requirements pertaining to “Sole Proprietor/Working Owners”

Approval of the proposed subcontract award cannot be given by the Town unless and until the proposed contractor has submitted the certification forms and/or other evidence showing that it has fully complied with any reporting and compliance requirements to which it is or was subject.

Although the bidder is not required to attach such Certifications by proposed subcontractors to his bid, the bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in contract and subcontract awards and notices to proceed.

4. QUALIFICATIONS OF BIDDER:

The Owner may make whatever investigations it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the Owner that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

The Bidder certifies that by their submission of its bid for the project, it has the proper and appropriate current licenses and certifications for itself as well as its subcontractors and/or employees to perform the work as required by Connecticut State Statutes and will maintain such licensing and certifications for itself and its subcontractors/employees for the duration of the project.

SPECIFICATIONS

If quoted materials and/or equipment do not meet or better the attached specifications on ALL points, the proposer must note ALL exceptions as separate attachments to their formal response; otherwise, it will be presumed that the proposal is in accordance with all specifications requested herein. Bidders shall complete and submit the “Statement of Qualifications” section of this request along with the References form. The Town and Trumbull housing authority may make such investigations as necessary and it deems appropriate to determine the qualifications of the proposer to perform the work required. If the Town & THA is not satisfied that the proposer is properly qualified, the Town along with THA reserves the right to reject the proposal of said proposer.

5. BID SECURITY:

Each bid must be accompanied by a certified check of the bidder, or a bid bond prepared on the approved provided by the Surety, duly executed by the bidder as principal and having a surety thereon approved by the Owner, in the amount of 10% of the bid. Checks or bid bonds shall be returned to all but the three lowest bidders within seven days after the opening of the bids, and the remaining checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has been made, within 90 days after the date of the opening of the bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

The successful bidder, upon his failure or refusal to execute and deliver the contract, bonds and certificates of insurance required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

7. TIME OF COMPLETION AND LIQUIDATED DAMAGES:

The bidder must agree to commence work on or before a date to be specified in a written "Notice To Proceed" of the Owner and to fully complete the project within 120 consecutive calendar days thereafter. The bidder must agree also to pay as liquidated damages, the sum of \$2,500 for each consecutive calendar day thereafter.

8. CONDITIONS OF WORK:

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the contractor in carrying out his work must employ such methods or means as will cause the least interruption of or interference with the work of any other contractor.

9. HOURS OF WORK

Work shall be accomplished between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday unless otherwise stipulated by the Owner. Work required at any other time is to be arranged and approved by the Owner.

10. ADDENDA AND INTERPRETATIONS:

All technical inquiries regarding this request shall be answered up to the close of business on May 22, 2019 after which time no additional questions will be accepted. No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation must be in writing and addressed to George Wiles, AIA, Wiles + Architects, LLC., 155 Brooklawn Avenue, Bridgeport, CT 06604; Fax: (203) 384-1751, or email at: george@wilesarch.com and, to be given consideration, must be received no later than April 4, 2019 By close of business. All other questions may be directed to Kevin J. Bova Purchasing Agent (203.452.5042) kbova@trumbull-ct.gov Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, on the Town website, or sent by e-mail to all prospective bidders, not later than April 4 2019. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

11. SECURITY FOR FAITHFUL PERFORMANCE:

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a 100% surety bond or bonds as security of faithful performance of his contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Municipality, and listed in the Department of Treasury's Listing of Approved Sureties (Circular 570).

12. PROPOSAL, PERFORMANCE AND PAYMENT BONDS

- a) A Bond payable to the Owner must accompany each Proposal for ten (10%) percent of the total amount of the Proposal. As soon as the Proposal prices have been compared, the Owner will return the bonds of all except the three lowest responsible Proposals. When the Agreement is executed, the bonds of the two remaining unsuccessful Proposers will be returned. The Proposal Bond of the successful Proposer will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Proposal (Bid) Bond.
- b) A Performance Bond and a Payment Bond, each in the amount of 100 percent (100%) of the Contract Price, with a corporate surety approved by the Owner, will be required for the faithful performance of the contract. Attorneys-in-fact who sign the Bid Bonds or Payment Bonds and Performance Bonds must file with each bond, a certified and effective dated copy of their power of attorney.
- c) The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond within ten (10) calendar days from the date when Notice of Award is delivered to the Proposer. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the Proposer to execute the Agreement, the Owner may, at his option, consider the Proposer in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.
- d) The Owner, upon receipt of acceptable Performance Bond, Payment Bond and Agreement signed by the Contractor, shall sign the Agreement and return to the Contractor an executed duplicate of the Agreement within a reasonable period of time. The returned executed Agreement by the Owner to the Contractor shall be accompanied with a Notice to Proceed (letter of award).

13. POWER OF ATTORNEY:

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. NOTICE OF SPECIAL CONDITIONS:

Although each and every part of the General Conditions is important, particular attention is called to those sections pertaining to the following, when applicable;

- A. Inspection and testing of materials
- B. Insurance requirements
- C. Prevailing Wage Rate Requirements
- D. Contract Compliance Reporting Requirements
- E. Stated allowances
- F. OSHA Compliance
- G. Affirmative Action Plan Requirements (For any contract in excess of \$500,000.00)

15. LAWS AND REGULATIONS:

The bidders' attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to the contract throughout, and they are considered included in the contract the same as though they were written out in full.

16. SALES TAX AND PERMIT FEES

Sales Tax – The Contractor shall purchase all materials and supplies required for completion of the contract pursuant to regulations of the Connecticut Department of Revenue Services. Prices stated in the Bid shall **not** include any charge for any Sales or Use Taxes. This is a Federally Funded project and is Tax Exempt.

Permit Fees – The Contractor shall familiarize himself with and abide by all requirements of any/all permits to be issued in conjunction with the work required under this contract. The contractor shall be responsible for notifying any/all regulating agencies prior to work as described in each permit.

No permit fees are waived by the Owner unless otherwise stated.

17. OBLIGATION OF BIDDER:

At the time of the opening of the bids, each bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the plans and the contract documents (including all addenda). The failure or omission of a bidder to examine any form, instrument or document shall in no way relieve the bidder from any obligation with respect to his bid.

18. HIRING OF LOCAL LABOR:

This section emphasizes that every contractor and subcontractor undertaking to do work on any DOH assisted project shall employ to the maximum extent practical, in carrying out the work under this contract, qualified persons who regularly reside in the designated area where such project is located. For the purposes of this contract, the designated area is Bridgeport-Milford MSA.

The contractor will be responsible for assuring that his subcontractors comply with this goal.

19. NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS

This contract is subject to all Federal and State Affirmative Action regulations. The contractor will be required to comply with those regulations.

The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut.. An affirmative action-equal opportunity employer in accordance with regulations adopted by the commission

20. INSURANCE PLEASE SEE GRANT APPLICATION INSTRUCTIONS ALSO FOR ADDITIONAL REQUIREMENTS

The successful proposer shall provide the Town Purchasing Agent with a Certificate of Insurance before work commences. The Trumbull Housing Authority be named as an additional insured with Insurance Company licensed to write such insurance in Connecticut, against the following risks and in not less than the following amounts:

Commercial General Liability	Each Occurrence	Aggregate
Bodily Injury Liability	\$1,000,000	\$2,000,000
Property Damage Liability	\$1,000,000	\$2,000,000
Personal Injury Liability	\$1,000,000	\$2,000,000
Comprehensive Auto Liability	Each Occurrence	Aggregate
Including coverage of owned, non-owned & rented vehicles	\$1,000,000	\$2,000,000

The insurance policy must contain the additional provision wherein the company agrees, that Thirty (30) days prior to termination, expiration, cancellation or reduction of the insurance afforded by this policy with respect to the contract involved, written notice will be served by registered mail to the Purchasing Agent, Town of Trumbull.

Additionally, the successful proposer (Contractor) shall provide adequate statutory Workmen's Compensation Insurance for all labor employed on this project, and comprehensive General Public Liability Insurance (Coverage "B")

The successful proposer (Contractor) and each Subcontractor agree that their insurance carriers waive subrogation against the Trumbull Housing Authority, its agents or employees with respect to any loss covered by the Contractor's and each Subcontractor's insurance.

21. CONFLICT OF INTEREST

Public officials shall be prohibited from receiving any town work procured through a public Bid or bid waived process so as to avoid any appearance of impropriety or conflict of interest;
And; Public officials cannot circumvent the intent of this ordinance by receiving town work Through a bid waiver, as proscribed by the Trumbull Town Charter.

22. TAX EXEMPT

The Town of Trumbull is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in the proposal price A Town Tax Exemption Certificate shall be
Furnished upon request.

23. HOLD HARMLESS CLAUSE

The Contractor agrees to indemnify, hold harmless and defend the Town from and against any and all liability for loss, damage or expense which the Town may suffer or for which the Town may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this request, whether or not due in whole or in part of any act, omission or negligence of the Owner or any of his representatives or employees.

24. WORK REGULATIONS, STANDARDS AND FEDERAL AND STATE PREVAILING WAGE

RE- BID-RFP 6339 –Stern Village Window replacement

- a) All work activities performed in association with this request must be performed and completed for the Town in accordance with current Federal State and Local regulations. All services performed shall also conform to the latest OSHA standards and/or regulations.
- b) Applicable laws and regulations relating to employment practices, nondiscrimination, safety and health regulations shall be adhered to by the contractor. The Contractor shall be responsible for “Certified Statements of Compliance” regarding Prevailing Wages. Contractor shall also collect and submit four (4) Certified “Statements of Compliance” from any sub-contractors.

25. SECTION 3 (Only required if total project cost, including change orders, totals \$100,000 or more)

Section 3 of the Housing and Urban Development Act of 1968 applies to this contract if the amount of HUD assistance exceeds \$200,000 or the contract or subcontract exceeds \$100,000. The Contractor shall, to the maximum extent feasible, make a good faith effort to fill any job vacancies, provide opportunities for training and employment in connection with this contract to low income persons residing in the PMSA relevant to the project location. Where the preceding applies, contractors must comply with the following Section 3 Clause:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1791u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. Section 3 eligible employees are those residents from the area who are at or below 80% of median based on household size.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference shall set for the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking application for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.
- F. To meet your Section 3 goals, you will be asked to provide an explanation of the process you use to hire employees as well as the number of new employees hired by you or your major subcontractors during this project. The goal is that 30% of the aggregate number of new hires be Section 3 eligible residents.
- G. Award of contracts to Section 3 eligible businesses also needs to be documented. The goal for Section 3 eligible businesses is 10% of the total contract cost. You will be asked to provide the number of contracts

RE- BID-RFP 6339 –Stern Village Window replacement

made to Section 3 eligible subcontractors, suppliers, or vendors during the course of this project, as well if any of these companies are minority/women/disadvantaged enterprises.

Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

26. SPECIAL REQUIREMENTS

a. OSHA

Any contract awarded on or after July 1, 2009 requires any mechanic, laborer, or worker who performs work in a classification listed on the prevailing wage rate schedule on any public works project is required to complete a ten (10) hour federal OSHA safety and health course and provide proof of completion. Applicable laws and regulations relating to Federal & State of Connecticut Prevailing Wages, employment practices, nondiscrimination, safety and health regulations shall be adhered to by the contractor. The contractor shall be responsible for "Certified Statements of Compliance" regarding Prevailing Wages. Contractor shall also collect and submit four (4) Certified "Statements of Compliance" from any sub-contractors.

RE- BID-RFP 6339 –Stern Village Window replacement
Trumbull Housing Authority
REQUEST FOR PROPOSALS
Stern Village Window Replacement

RE-BID RFP 6339 Due: May 29, 2019 @ 2:00PM

**FEDERAL OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
(OSHA)**

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

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

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

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

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

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

Trumbull Housing Authority
REQUEST FOR PROPOSALS
Stern Village Window Replacement

RE-BID RFP 6339 Due: May 29, 2019 @ 2:00PM

Informational Bulletin
The 10-Hour OSHA Construction
Safety and Health Course

(Applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

1. This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
2. The course is required for public works construction projects (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
3. It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
4. The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
5. The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
6. The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;

7. Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
8. Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; or (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
9. Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;
10. Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
11. Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
12. Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
13. The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
14. The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and

15. Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.

16. Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860) 263-6790.

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

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Stern Village Window Replacement**

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REFERENCES

(To be submitted with proposal – attach additional pages as necessary)

List references for similar services provided for at least four (4) clients in the past five (5) years (attach any other client references if desired). **PLEASE NOTE IT IS THE TOWN'S INTENT TO COMMUNICATE WITH THE REFERENCES LISTED HEREIN.**

CLIENT 1:

Organization Name: _____

Contact Name: _____ Phone: _____

Service Dates: _____

Project(s): _____

CLIENT 2:

Organization Name: _____

Contact Name: _____ Phone: _____

Service Dates: _____

Project(s): _____

CLIENT 3:

Organization Name: _____

Contact Name: _____ Phone: _____

Service Dates: _____

Project(s): _____

CLIENT 4:

Organization Name: _____

Contact Name: _____ Phone: _____

Service Dates: _____

Project(s): _____

**Trumbull Housing Authority
REQUEST FOR PROPOSALS
Stern Village Window Replacement**

RE-BID RFP 6339 Due: May 29, 2019 @ 2:00PM

THE PROPOSER SHALL STATE THE NAMES OF ALL OF ALL PROPOSED SUBCONTRACTORS (to be submitted with proposal)

PROPOSED SUBCONTRACTORS

If none, write "None" _____.

*Description of Work _____

Proposed Subcontractor Name _____

Address _____

*Description of Work _____

Proposed Subcontractor Name _____

Address _____

*Description of Work _____

Proposed Subcontractor Name _____

Address _____

*Description of Work _____

Proposed Subcontractor Name _____

Address _____

*Insert description of work and subcontractors' names as may be required.

This is to certify that the names of the above mentioned subcontractors are submitted with full knowledge and consent of the respective parties.

The Proposer warrants that none of the proposed subcontractors have any conflict of interest as respects this contract.

Proposer _____
(Fill in Name)

By _____
(Signature and Title)

**Trumbull Housing Authority
REQUEST FOR PROPOSALS
Stern Village Window Replacement**

RE-BID RFP 6339 Due: May 29, 2019 @ 2:00PM

STATEMENT OF QUALIFICATIONS (To be submitted with proposal)

Submitted by:

Name of Organization _____

Name of Individual _____

Title _____

Address _____

Telephone _____

Fax: _____

Cell: _____

General Business Information

Check If: ____ Corporation ____ Partnership ____ Joint Venture ____ Sole

Proprietorship

If Corporation:

a. Date and State of Incorporation

b. List of Officers

Name Title

If Partnership

a. Date and State of Organization

b. Names of Current General Partners

c. Type of Partnership

General Publicly Traded

Limited other (describe): _____

If Joint Venture:

a. Date and State of Organization

b. Name, Address and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk*)

If Sole Proprietorship:

a. Date and State of Organization

b. Name and Address of Owner or Owners

1. On Schedule A, attached, list major engineered construction projects completed by this organization in the past five (5) years. (If a joint venture lists each participant's projects separately).

2. On Schedule B, attached, list current projects under construction by this organization. (If joint venture, list each participant's projects separately).

3. Name of Surety Company and name, address, and phone number of agent.

4. Is your organization a member of a controlled group of corporations as defined in I.R.C. Sec. 1563?

Yes____ No ____

If yes, show names and addresses of affiliated companies.

5. Furnish on Schedule C, attached, details of the construction experience of the principal individuals of your organization directly involved in construction operations.

6. Has your organization ever failed to complete any construction contract awarded to it?

Yes____ No ____

If yes, describe circumstances on attachment.

7. Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principal of another organization?

Yes____ No ____

If yes, describe circumstances on attachment.

8. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?

Yes____ No ____

If yes, describe circumstances on attachment.

I hereby certify that the information submitted herewith, including any attachment is true to the best of my knowledge and belief.

Name of Organization: _____

By: _____

Title: _____

Dated: _____

**Trumbull Housing Authority
REQUEST FOR PROPOSALS
Stern Village Window Replacement**

RE-BID RFP 6339 Due: May 29, 2019 @ 2:00PM

PROPOSAL

Proposal of _____ (hereinafter called "Proposer, Bidder"), organized and existing under the laws of the State of Connecticut, doing business as to the Trumbull Housing Authority, of Trumbull, Connecticut (hereinafter called the "Owner").

In compliance with your Advertisement for Proposals, Proposer hereby proposes for the **Stern Village Window Replacement** project, in the Town of Trumbull, Connecticut together with all related incidental and appurtenant work as described in the specifications or outlined and/or shown on the exhibits. The work is to be done in strict accordance with the Specifications, Drawings and all Contract Documents, within the time set forth therein, and at the prices stated on the Proposal Schedule.

By submission of this Proposal, each Proposer certifies, that this Proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Proposal with any other Proposer or with any competitor.

Proposer further agrees that the will provide and sustain the required Bonds and Insurance Policies as required.

Proposer acknowledges receipt of the following Addendum:

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals.

Upon receipt of written notice of the acceptance of this proposal, proposer shall execute the formal contract attached within five (5) days and deliver a Surety Bond or Bonds as required in the General Conditions. The Bid Security attached in the sum of _____ Dollars (\$_____) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Company Name

By (Signature)

Address

Print Name

Email

Title

Date

Telephone/Fax

**Trumbull Housing Authority
REQUEST FOR PROPOSALS
Stern Village Window Replacement**

RE-BID RFP 6339 Due: May 29, 2019 @ 2:00PM

PROPOSAL:

(Official name of company and hereinafter called "bidder")

Organized and existing under the laws of the state of _____, and
doing business as: ☐ a corporation, ☐ a partnership, or ☐ an individual (*check
one*).

TO the MUNICIPALITY hereinafter called the "Owner".

READERS:

The BIDDER, in compliance with your invitation to bid for the **Trumbull Housing Authority Stern Village Window Replacement** having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents; within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **190** consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of **\$1,500** for each consecutive calendar day thereafter.

BIDDER acknowledges receipt of the following addenda:

1. _____
2. _____

PROPOSAL:

The bidder agrees to furnish and install all labor and materials required to fully construct the work in accordance with the contract documents.

BASE BID:

STIPULATE SUM BASE BID ALLWINDOWS IN ALL LIVING UNITS:

Sum of \$ _____
(Indicate same amount using figures))

\$ _____
(Indicate the dollar amount of the bid using written words)

In the case of a discrepancy, the bid amount shown in words will prevail.

ALTERNATES:

ADD ALTERNATE #01 – COMMUNITY BUILDING WINDOW REPLACEMENT

\$ _____ Figures

\$ _____ in Words

WINDOW UNIT PRICES:

Symbol	No. of Windows	Unit Price	Total
W1			
W2			
W3			
W4			
W5			
W6			
W7			
W8			
W9			
W10			
Total			

The BIDDER understands that the OWNER reserves the right to reject any or all bids and to waive any informalities in the bidding.

The BIDDER agrees that this bid shall be valid and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, the BIDDER will execute the OWNER'S formal contract within 10 days and deliver Surety Bonds as required.

The bid security attached in the sum of \$_____ is to become the property of the OWNER in the event the contract and bonds are not executed within the time set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it –

(a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) ☐ is, ☐ is not a women-owned business. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) ☐ is, ☐ is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

<input type="checkbox"/> Black Americans	<input type="checkbox"/> Asian Pacific Americans	<input type="checkbox"/> Hispanic Americans
<input type="checkbox"/> Asian Indian Americans	<input type="checkbox"/> Native Americans	<input type="checkbox"/> Hasidic Jewish Americans

(d) ☐ is, ☐ is not a bonafide Section 3 Business, and that it meets ☐, does not meet ☐ one of the following criteria;

1. 51% or more of the ownership of this company is owned by Section 3 residents, as defined by HUD.
2. Currently, at least 30% of the employees of the company are Section 3 residents, as defined by HUD.
3. At least 30% of the employees of the company were Section 3 residents, within three years of their date of first hire with this company, as defined by HUD.

4. Provides evidence, as required, of a commitment to subcontract in excess of 25% of the total dollar award of all subcontracts to business concerns that meet one of the first three qualifications above, prior to the award of this contract.

The apparent low bidder will be required to submit documentation from a Certified Agency for any of the designations noted in the affirmative above prior to the award of the contract.

RESPECTFULLY SUBMITTED:

BY: _____
(Type or print name and title)

(Authorized signature of bidder) (Date)

Contact Cell Phone #: _____

Company Name: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

FEIN or SSN#: _____

If bid is submitted by a corporation, its seal must appear.

NOTE: The penalty for making false statements in offers is prescribed in U.S.C. 1001.

Trumbull Housing Authority
REQUEST FOR PROPOSALS
Stern Village Window Replacement

RE-BID RFP 6339 Due: May 29, 2019 @ 2:00PM

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

) SS:

County of _____)

_____, being first duly sworn,

1. He is _____ of _____
The bidder that has submitted the attached bid.
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid.
3. Such price is genuine and is not a collusive or sham bid.
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firms or person to submit a collusive or sham Bid in connection with the Contract for which the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, firm or person to fix the proceeds or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage, against the Town of Trumbull, (Owner) or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest including this affiant.

Signed

Title

Subscribed and sworn to before me this _____ day of _____, 20____

Title

My Commission Expires

**Trumbull Housing Authority
REQUEST FOR PROPOSALS
Stern Village Window Replacement**

**RE-BID RFP 6339 Due: May 29, 2019 @ 2:00PM
NON-COLLUSION AFFIDAVIT OF PRIME
BIDDER**

State of _____)

) SS:

County of _____)

_____, being first duly sworn,

1. He is _____ of
The bidder that has submitted the attached bid.

6. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid.

7. Such price is genuine and is not a collusive or sham bid.

8. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firms or person to submit a collusive or sham Bid in connection with the Contract for which the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, firm or person to fix the proceeds or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage, against the Town of Trumbull, (Owner) or any person interested in the proposed Contract; and

9. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest including this affiant.

Signed _____

Title

Subscribed and sworn to before me this _____ day of _____, 20





Title

My Commission Expires

DEPARTMENT OF HOUSING

PROJECT SIGN - CDBG Funds

8'-0"

4'-0"	AT		PUBLIC HOUSING MODERNIZATION STERN VILLAGE	
			TRUMBULL HOUSING AUTHORITY	
			Constructed in cooperation with the	
			STATE OF CONNECTICUT	
			NED LAMONT, GOVERNOR	
			Department of Housing	
			Seila Moaquera-Bruno, Commissioner	
			U.S. Department of Housing and Urban Development (HUD)	
			and the	
			Town of Trumbull	
		Vicki Tesoro First Selectman		Lisa Low & Assoc. Consultant
				
	Wiles Architects Architect			Name of General Contractor

SIGN PANEL: 3/4" MDO-EXT-APA PLYWOOD SUPPORTED WITH (2) 4X4 TREATED WOOD COLUMNS AND SECURED 4' INTO GRADE. TOP OF SIGN AT 8'-0" ABOVE GRADE.

COLORS: ALL LETTERS AND SYMBOLS ARE TO BE ROYAL BLUE. THE BACKGROUND WILL BE WHITE ENAMEL. BACK OF PLYWOOD AND SUPPORT STRUCTURE SHALL BE PAINTED MATTE BLACK.

TYPEFACE: HELVETICA MEDIUM

LOCATION: SIGN MUST BE LOCATED TO BE CLEARLY VISIBLE TO THE PUBLIC.

TIMING: INSTALL AT THE START OF CONSTRUCTION AND REMOVE AT CONSTRUCTION COMPLETION.

STATE SEAL & LOGO: ATTACHED



CONNECTICUT
Department of Housing



CERTIFICATION OF BIDDER
REGARDING EQUAL EMPLOYMENT
OPPORTUNITY

PROJECT NUMBER: #SC _____ GENERAL

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding Equal Opportunity is required of bidders or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontracts.

CERTIFICATION OF BIDDER

Bidders Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _ _____

1. Participation in a previous contract or subcontract:
 - A. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

☐ Yes ☐ No
 - B. Compliance reports were required to be filed in connection with such contract or Subcontract.

☐ Yes ☐ No
 - C. Bidder has filed all compliance reports required by Executive Orders 10925, 11114, 11246 or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964.

☐ Yes ☐ No
 - D. If answer to item C is a "No", please explain in detail on the reverse side of this certification
2. Dollar amount of bid: \$ _____
3. Anticipated performance period _____ days.
4. Expected total number of employees who will perform the proposed construction:
5. Non-segregated facilities
 - A. Notice to Prospective Federally-Assisted Construction Contractors:
 - I. A Certification of Non-segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the recipient prior to the award of a

Federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause

- II. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause

B. Notice to Prospective Subcontractors of Requirement for Certification of Non-segregated Facilities:

- I. A Certification of Non-segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause
- II. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause

C. Certification of Non-segregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain the duplicate of such certifications in his files. The contractor will include the original in his Bid Package.

6. Race or ethnic group designation of bidder. Enter race or ethnic group in the appropriate box:

- | | | | |
|-------------------------------------|----------------------------------|--|--|
| <input type="checkbox"/> Black | <input type="checkbox"/> Spanish | <input type="checkbox"/> Oriental | <input type="checkbox"/> American Indian |
| <input type="checkbox"/> Eskimo | <input type="checkbox"/> Aleut | <input type="checkbox"/> White (Other than Spanish American) | |
| <input type="checkbox"/> Portuguese | | | |

Remarks: _____

Certification: The information above is true and complete to the best of my knowledge and belief.

_____ Bidder's Name and Title of Signer (Please print)	
_____ Signature	_____ Date

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

**CONTRACTORS CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE
REQUIREMENTS**

To: (Department, Agency, or Bureau)	Date:
Town of _____	Project Number: _____ #SC _____
C/o Lisa Low & Associates 293 Riggs Street Oxford, CT 06478	Project Name

- I. The undersigned, having executed a contract with _____
 For the Construction of the above-identified project, acknowledges that:
 - a) The Labor Standards provisions are included in the aforesaid contract.
 - b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:
 - a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6 (b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3 (a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
 - b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor of such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:
 - a) The legal name and business address of the undersigned are:

b) The undersigned is:

A Single Proprietorship

A Partnership LLC

A Corporation Organized in the State of

—

Other Organization (describe)

—

RE- BID-RFP 6339 –Stern Village Window replacement

c) The name, title, and address of the owner, partners or officers of the undersigned arc:

NAME	TITLE	ADDRESS

d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest arc (if none, so state):

NAME	TITLE	NATURE OF INTEREST

c) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest arc (if none, so state):

NAME	TITLE	TRADE CLASSIFICATION

Social Security No. or
Federal Employer I.D.No.

(Contractor)

Date: _____ **BY** _____

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: Whoever makes, passes, utters or publishes any statement, knowing

the same to be false ...shall be fined no more than \$5,000 or imprisoned not more than two years, or both.

3/27/2018

41 CFR 60-1.4 • Equal opportunity clause. | USLaw | Lii/Legal Information Institute

CFR > Title 41 > Subtitle B > Chapter 60 > Part 60 > Subpart A > Section 60-1.4

41 CFR 60-1.4 - Equal opportunity clause.

§ 60-1.4 - 9. Equal opportunity clause .

(a) *Government contracts*. Except as otherwise provided, each contracting agency shall include the following Equal opportunity clause contained in section 202 of the order in each of its *Government contracts*. (and modifications thereof if not included in the original contract):

During the performance of this Contract the Contractor. Agrees as follows:

(1) The Contractor. Will not discriminate against any Employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor. Will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor. agrees to post in conspicuous places, available to Employee or applicants for employment, notices to be provided by the contracting

Officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor. state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any Employee or applicant for employment because such Employee

or applicant has inquired about, discussed, or disclosed the compensation of the Employee or

Applicant or another Employee or applicant .This provision shall not apply to instances in which an Employee who has access to the compensation information of other Employees or applicants as a part of such employee's essential job functions discloses the compensation of such other Employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in

Response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to Employees or applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, And accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as

provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) *Federally assisted construction contracts.*

(1) Except as otherwise provided, each Administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any Employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor Will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places,

Available to Employees or applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor Will, in all solicitations or advertisements for employees placed by or on behalf of the contractor ,state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation ,gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any Employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant This provision shall not apply to instances

In which an employee who has access to compensation information of other Employee or applicants as a part of such employee essential job functions discloses the compensation of such other employee or applicant to individuals who do not otherwise have access to such information, unless such disclosure is in

Response to a formal complaint or charge in furtherance of an investigation,

proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees or applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and

Accounts by the Administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The

Contractor will take such action with respect to any subcontract or purchase

RE- **BID-RFP 6339 –Stern Village Window replacement**
order as the Administering agency may direct as a means of enforcing such
Provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Administering agency, the contractor, may request the United States to enter into such litigation to protect the interests of the United States

.The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work : *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such Government which does not participate in work on Or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractor. With the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the

Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency primary responsibility for securing compliance. 3/27/2018 41 CFR 60-1.4 - Equal opportunity

clause. IUS Law | LU / Legal Information Institute

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction **contracts** pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be

Imposed upon Contractors and Subcontractors by the administering agency or the Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Secretary of

Applicant agrees that if it fails or refuses to comply with these undertakings, the Administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant and refer the case to the Department of Justice for appropriate legal proceedings.

(2) [Reserved]

(c) Subcontracts. Each nonexempt Prime Contractor or Subcontractor shall include the equal opportunity clause

In each of its nonexempt subcontracts.

(d) *Inclusion of the equal opportunity clause by reference.* The equal opportunity clause May be included by reference in all Government contracts. And sub contracts. Including Government bills of lading, transportation requests, contract. For deposit of Government funds, and contracts. For issuing and paying U.S. savings bonds and notes, and such other contracts and sub contracts as the Director of OFCCP may designate.

(e) *Incorporation by operation of the order.* By operation of the order, the Equal opportunity clause shall be considered to be a part of every contract and subcontract. Required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the

Agency and the contractor. Is written.

(f) *Adaptation of language.* Such necessary changes in language may be made in the Equal opportunity clause ~~as~~ shall be appropriate to identify properly the parties and their undertakings.

Please see

RE-BID- 6399- Revised Stern Village Window Technical specs

RE-BID 6339 Revised Stern Village Window replacement- Drawings

RE-BID 6399 – State & Federal Wages

END of RE-BID 6399 Information-General instructions