

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 Company, and that it meets ☐, does not meet ☐ the following definition of a Section 3 Business.

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, as defined by HUD, within three years of the date of first employment with this company.
4. I commit to subcontract at least 25% of the total value of this contract to Section 3 subcontractors, as these companies are defined above, and to provide the necessary evidence to substantiate this, prior to the award of 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.

CONTRACTOR SECTION 3 REQUIREMENTS

Contractors and subcontractors are to make their best effort to give training and employment opportunities to public housing residents, with first priority to the residents of the development for which assistance is expended. In addition, contractors and subcontractors, are to make their best effort to award contracts for covered work "to business concerns that provide economic opportunities", with first priority to residents of the public housing development concerned.

Any contract for construction funded in whole or in part by Federal Assistance in excess of \$100,000.00 is subject to the following requirements:

Training and Employment:

To the greatest extent feasible, opportunities for training and employment are to be given to low and very low income persons residing in the metropolitan area, with priority to those living in the service area of the project or the neighborhood in which it is located and to Youthbuild Program participants. Contractors and their sub contractors shall conduct their routine business in a manner which will ensure compliance with _____ intent of Section 3.

Businesses:

All contractors and each of their sub-contractors are required to create and maintain records which clearly show their efforts to comply with these Section 3 requirements.

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. 1701u (Section 3), and as such:

- 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. 1701u (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

- 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 worker's 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 can see the notice. The notice shall describe the Section 3 preference, shall set forth 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 applications 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 filler (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. 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.

Further, contractors are to submit a Section 3 Plan (see sample attached) as well as the Section 3 Plan Certification by the date of contract signing.

CONTRACTOR
SECTION 3 PLAN

APPLICANT'S NAME: _____

NAME OF PROJECT	FUNDING SOURCE	FISCAL YEAR	AMOUNT
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The Plan will serve as the Section 3 Plan for the above developments in compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended (12. U.S.C. 1701u) (Section 3), is to ensure that training, employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and Local laws and regulations, be directed to the greatest extent possible to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns, which provide economic opportunities to low- and very low-income persons.

NUMERICAL GOALS FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

The _____ (Applicant's name) will, to the greatest extent feasible, when awarding contracts or providing training and/or employment opportunities for activities or projects subject to the requirements of Section 3, strive to comply with the goals established in this section.

The numerical goals established in this section represent minimum numerical targets.

Training and employment opportunities will be made available to Section 3 residents as follows:

30 percent of the aggregate number of new hires/training opportunities resulting from funds awarded for FY____ and continuing thereafter. Number of Section 3 jobs/training opportunities anticipated _____.

PREFERENCE FOR SECTION 3 RESIDENTS IN TRAINING AND EMPLOYMENT OPPORTUNITIES

In providing training and employment opportunities, generated from the expenditure of Section 3 activities to Section 3 residents, the following order of preference will be followed:

- (i) First priority will be given to Section 3 residents from the service area or neighborhood in which the Section 3 covered project is located.
- (ii) Second priority will be given to participants in HUD Youthbuild Programs.
- (iii) Third priority will be given to homeless persons residing in the area or neighborhood in which the Section 3 covered project is located for housing constructed under the Stewart B. McKinney Homeless Assistance Act.
- (iv) Other Section 3 residents.

LIST OF STRATEGIES TO BE ADOPTED FOR COMPLIANCE WITH THE STATED EMPLOYMENT, TRAINING AND CONTRACTING GOALS

In compliance with the Section 3 Plan requirements, the applicant must develop a list of strategies to be adopted for compliance with the stated employment, training and contracting goals. When prepare the list, please refer to Examples of Efforts to Offer Training Employment Opportunities to Section 3 Residents.

NUMERICAL GOALS FOR CONTRACTING ACTIVITIES:

These goals apply to contract awards in excess of \$100,000 in connection with a Section 3 eligible project, and it applies to developers, contractors and subcontractors.

The_____ commits to award to Section 3 business concerns:

1. At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
2. At least 3 percent of the total dollar amount of all other Section 3 covered contracts.

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS:

The following order of preference will be followed when providing contracting opportunities to Section 3 businesses:

- (i) First priority will be given to Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located.
- (ii) Second priority will be given to applicants selected to carry out HUD Youthbuild Programs.
- (iii) Other Section 3 Residents.

In compliance with the Section 3 Plan requirements, the applicant must develop a list of strategies to be adopted for compliance with the stated employment, training and contracting goals. Contracts in excess of \$100,000 must include the Section 3 Clause.

If federal and state funds are combined to fund an eligible Section 3 project, the combined amount is subject to the Section 3 requirements.

In compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, we the undersigned have read and have received a copy of the Section 3 Plan for this project. We acknowledge being a party to this Plan and further pledge our commitment to adhere to the objectives set forth.

General Contractor's Chief Executive Officer

Date

**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:

1. 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) _____

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

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 are (if none, so state):

NAME	TITLE	NATURE OF INTEREST

e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (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.

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 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 employees and 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 and 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 and 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 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 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 and 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 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 sub contractors 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's primary responsibility for securing compliance.

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 sub contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the 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, contracts 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.

[80 FR 54975, Sept. 11, 2015]

Contractor's Exempt Purchase Certificate

General Purpose: Contractors for the repair, alteration, improvement, remodeling, or construction of real property use this certificate to purchase materials and supplies to be installed or placed in a project being performed under contract with an exempt entity. The materials and supplies, including tangible personal property that remains tangible personal property after its installation or placement, must remain in the project after its completion. If the tangible personal property is not used in the manner described above, a contractor who claimed an exemption owes use tax on the total price of the tangible personal property.

Wherever the term contractor is used in this certificate, it includes subcontractors of the contractor performing a contract with an exempt entity.

Exempt entity means any person entitled to make purchases of tangible personal property exempt from sales and use taxes under the statutory authority listed in the instructions.

Name of exempt entity	Address	CT Tax Registration Number (If none, explain.)	Federal Employer ID Number
Address of project			
Type of exempt entity (See instructions.) <input type="checkbox"/> Connecticut state government: Enter the exemption number. _____ <input type="checkbox"/> Charitable or religious organization: Enter the exemption number if any. _____ <input type="checkbox"/> Other (Explain.) _____			
Name of purchaser	Address	CT Tax Registration Number (If none, explain.)	Federal Employer ID Number
Name of seller	Address	CT Tax Registration Number (If none, explain.)	Federal Employer ID Number
Provide a written description of each item purchased. Attach additional sheets if necessary.			
Check one box: <input type="checkbox"/> Blanket certificate <input type="checkbox"/> Certificate for one purchase only			

Declaration by Purchaser: The item(s) described above are tangible personal property to be installed or placed in a project being performed under contract with the exempt entity identified above and will remain in the project after its completion. I declare that the purchaser named above is a contractor under contract with the exempt entity or a subcontractor of the contractor. I acknowledge that the purchaser will be liable for Connecticut use tax, plus applicable penalty and interest as of the date of purchase, on the total purchase price of the property if any of the requirements for the exemption are not present or are not met.

I declare under penalty of law that I have examined this document (including any accompanying schedules and statements) and, to the best of my knowledge and belief, it is true, complete, and correct. I understand the penalty for willfully delivering a false return or document to the Department of Revenue Services (DRS) is a fine of not more than \$5,000 or imprisonment for not more than five years, or both.

Name of purchaser

By:

Authorized signature

Title

Date

Statutory and Regulatory Authority

- Conn. Agencies Regs. §12-426-18;
- Conn. Gen. Stat. §12-412(1) and (2), the United States, the State of Connecticut, or any political subdivisions or agencies of the State of Connecticut; for example state or municipal schools, universities, police, municipal fire departments, and state or municipal libraries. Only Connecticut state agencies have been issued an exemption number that can be entered on this form;
- Conn. Gen. Stat. §12-412(5), nonprofit charitable hospitals, nonprofit nursing homes, nonprofit rest homes and nonprofit residential care homes; and an acute care, for-profit hospital, in operation as of May 12, 2004;
- Conn. Gen. Stat. §12-412(8), Internal Revenue Code §501(c)(3) or (13) organizations exempt from federal income tax. Only charitable or religious organizations that applied to the Department of Revenue Services (DRS) prior to 7/1/95 were issued a Connecticut exemption permit number that can be entered on this form. Other charitable or religious organizations have not been issued a permit number and will leave that space blank;
- Conn. Gen. Stat. § 12-412(84), for purchases with regard to the Connecticut Technology Park;
- Conn. Gen. Stat. § 12-412(90), water companies;
- Conn. Gen. Stat. § 12-412(92), the Connecticut Resources Recovery Authority;
- Conn. Gen. Stat. § 12-412(93), tourism districts;
- Conn. Gen. Stat. § 12-412(95), solid waste-to-energy facilities;
- Conn. Gen. Stat. §7-273mm, municipal or regional resource recovery authorities; and
- Conn. Gen. Stat. § 16-344, the Metropolitan Transportation Authority or subsidiary in connection with the New Haven commuter railroad service.

Instructions for the Purchaser: Use this certificate for purchases of tangible personal property to be installed or placed in a project being performed under a contract with an exempt entity that will remain in the project after its completion. To qualify for the exemption from sales and use taxes, you must present this certificate to the retailer at the time of the purchase of the qualifying tangible personal property. For at least six years from the date it is issued, keep a copy of this certificate and records that substantiate the information entered on this certificate including records to support the contractor's use of this certificate and to show the disposition of all materials or supplies purchased.

If you are unable to designate the exact amount of materials or supplies to be installed or placed in a project being performed under contract with an exempt entity, you must estimate the amount of the purchases. You will be held strictly accountable for any use tax due the state on the purchases in the event of any use other than the permanent installation or placement of the purchases in the exempt project identified in this certificate.

Contractors are the consumers of all the tools, supplies, and equipment used in fulfilling a construction contract that are not installed or placed in the exempt job even if they are used up during the job.

Instructions for the Seller: Acceptance of this certificate, when properly completed, relieves the seller from the burden of proving that tangible personal property is not subject to sales and use taxes when the tangible personal property will be installed or placed in a project being performed under a contract with an exempt entity and will remain in the project after its completion. The certificate is valid only if taken in good faith from a contractor under contract with an exempt entity. The good faith of the seller will be questioned if the seller knows of, or should know of, facts that suggest the contractor does not intend to install or place the property in a project being performed under contract with an exempt entity.

Keep this certificate and bills or invoices to the purchaser for at least six years from the date of purchase. The bills, invoices, or records covering the purchase made under this certificate must be marked to indicate an exempt purchase was made. The words "Exempt under CERT-141" satisfy the requirement.

This certificate may be used for individual purchases, in which case the box marked "Certificate for One Purchase Only" must be checked. This certificate may also be used for a continuing line of exempt purchases for the project identified in this certificate, in which case the box marked "Blanket Certificate" must be checked. A blanket certificate remains in effect for three years unless the purchaser revokes it in writing before the period expires.

For More Information: Call Taxpayer Services at 1-800-382-9463 (Connecticut calls outside the Greater Hartford calling area only) or 860-297-5962 (from anywhere). **TTY, TDD, and Text Telephone users only** may transmit inquiries anytime by calling 860-297-4911. Visit the DRS website at www.ct.gov/DRS to preview and download forms and publications.