



MAIL BIDS TO: **STAMFORD PUBLIC SCHOOLS**
888 WASHINGTON BLVD.
PURCHASING DEPT. 3rd FLOOR
STAMFORD, CT 06901

BID NUMBER: B-4046

REQUESTING DEPT: PURCHASING

TITLE OF BID: GYM FLOOR REFINISHING
FOR STAMFORD PUBLIC SCHOOLS

BID OPENING: DATE: FRIDAY JUNE 24, 2022

TIME: 2:30 P.M.

PLACE: PURCHASING, 3rd FLOOR
888 Washington Boulevard
Stamford, CT 06901

BID DEPOSIT: 5%

4 COPIES OF RESPONSE REQUIRED

B-4046

GYM FLOOR REFINISHING

INVITATION TO BID/OVERVIEW OF SERVICES

Stamford Public Schools (SPS) is soliciting sealed bids from qualified responsible contractors to refinish 3 gym floors in our district. Examples of these specific works are outlined in more detail in “Scope of Work” section C.

- Bids/Requests for proposals will be available at the purchasing department section of the Stamford Public Schools (SPS) website:
<https://www.stamfordpublicschools.org/district/finance-purchasing/pages/rfps-and-bids> starting Friday June 10, 2022.
- Contracts shall be awarded to the individual, contractors, or organization whose proposal best meets all criteria listed in the bid. The lowest responsible bidder may be required to attend a meeting with District officials prior to the awarding of the bid contract.
- **Proposals must be sealed and received by Friday June 24, 2022 at 2:30 P.M.**
- Upon successful selection of a vendor, an award notification will be posted online at:
<https://www.stamfordpublicschools.org/district/finance-purchasing/pages/rfp-contract-award-notification>
- **Insurance Requirements:** The selected proposer, upon receipt of a Conditional Contract Award Notification, will be required to deliver an insurance certificate in amounts, companies, and terms acceptable to the Risk Manager of the City of Stamford. Also, the District reserves the right to modify the insurance coverage amounts as well as policy types prior to the development of a contract. (*See section A.5 for further info*)
- **Rejection of Proposals**
Stamford Public Schools reserves the right to reject for any reason deemed to be in the District’s best interest any and/or all proposals submitted under this Bid.
- **Negotiated Changes**
In the event negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.
- **Selection Committee**
For requests for proposals for services anticipated to exceed \$100,000, a selection committee shall be formed to review all proposals. The selection committee shall, if possible, interview the most qualified proposers. Bids over \$100,000 will require SPS Board of Education approval.

SAMPLE SCORING SHEET

Proposal Selection Criteria	Points
Understanding of Engagement	15
Qualifications and Experience of Proposer	25
Professional References	10
Proposed Fee Arrangements	50
<u>Total</u> (maximum 100 pts)	100

A. General Contract Information

Awarding the Contract (s)

The contract/s shall be awarded to the proposer whose proposal is deemed by the department head and/or selection committee to best provide the services desired, taking into account the requirements, terms and conditions contained in the request for proposals and the criteria for evaluating proposals. The SPS reserves the right to award this contract to one or multiple vendors provided that one vendor is financially beneficial to the district.

Contract Agreement

The successful bidder will be required to enter into an Agreement with Stamford Public Schools for the completion of the contract. If so, a sample copy of the Agreement is available at the following website:

https://www.stamfordpublicschools.org/sites/g/files/vyhli3841/f/uploads/sample_agreement_for_boe_rfp_packages_1.pdf

The specifications of the proposal and the purchase order issued to the proposer shall serve as a contract where no formal written contract is required.

3. **Terms of Agreement**

The Agreement and pricing shall remain in effect beginning July 2022 and ending August 19, 2022. Thereafter, the Agreement shall remain in effect until such time that either party gives sixty (60) business days prior written notice of its intent to either extend or terminate the Agreement.

4. **Cancellation of the Contract**

The Stamford Public Schools (SPS) reserves the right to cancel this contract, at any time, with sixty (60) days prior written notice to the consultant or organization, should any of the following conditions exist:

- Funds are not appropriated by the City of Stamford for the continuation of this contract
- The Stamford Public Schools (SPS), through changes in its requirements, method of operation, or program operation no longer has a need for the commodity or service.

- If the Contractor fails to fulfill its obligations under this contract properly and on time, or otherwise violates any provision of the contract, Stamford Public Schools may terminate the contract by written notice to the Contractor.
- As indicated in “sample contract on page 3” the SPS reserves the right to cancel for either cause or convenience.

5. Provision for Required Insurance

The Vendor shall maintain insurance, which complies with the insurance requirements contained in this Contract between the Stamford Public Schools, Stamford, Connecticut and the vendor. Such insurance required to be maintained by the vendor shall include:

1. General liability, which contains limits of liability of \$1,000,000/\$2,000,000 combined single limit per occurrence and aggregate for property damage and bodily injury. Such insurance shall contain operations liability, contractual liability, which covers any indemnities contained in this Contract, personal injury and advertising liability and completed operations and products liability.
2. If working with children, sexual abuse and molestation coverage, which may be included in the general liability policy or be a standalone policy, with a minimum limit of liability of \$1,000,000.
3. Workers’ compensation and employers liability, which covers the employees of the Vendor, if applicable. Employer’s liability insurance, which contains limits of liability of not less than \$100,000 each accident, \$100,000 disease policy limit and \$100,000 disease – each employee.
4. Professional liability, which covers the professional services of the Vendor - \$1,000,000.

The Stamford Public Schools, the City of Stamford and their employees, agents and officers shall be designated as additional insureds under the general liability policy. All insurance maintained by the Vendor shall be primary insurance, not excess or concurrent, with any insurance maintained by or on behalf of the Stamford Public Schools or City of Stamford. The Vendor agrees to hold the Stamford Public Schools, the City of Stamford, and their employees, agents, and officers, safe and harmless from liability during the performance of this contract, and provide a waiver of subrogation in favor of the Stamford Public Schools, the City of Stamford, and their employees, agents and officers. The Vendor shall provide the Stamford Public Schools with evidence of insurance, which complies with the insurance requirements hereunder.

6.1 Non-Discrimination

(a) The contractor agrees and warrants that in the performance of the contract, it 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, sexual orientation, mental retardation 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. If the contract is for a public works project, the contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such project. The contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, 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;

(b)The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "Affirmative Action-Equal Opportunity Employer" in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities ("CCHRO");

(c)The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a copy of these provisions, advising the labor union or worker's representative of the contractor's commitments under these provisions and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(d)The contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 4a-62, 32-9e, 46a-56 and 46a-68b to 46a-68k, inclusive, and with each regulation or relevant order issued by said CCHRO;

(e) The contractor agrees to provide the SPS with such information requested by the SPS, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor.

6.2 Prime Contractor Responsibility

Vendors submitting proposals to this Bid may utilize the services of subcontractors. If subcontractors are planned to be used, this should be clearly explained in the proposal. The prime Proposer will be responsible for the entire contract performance whether or not a subcontractor is to perform.

All corporate information in this Bid must be included for each proposed subcontractor. The Proposal must also include copies of any agreements to be executed between the prime Proposer and any subcontractors in the event of contract award. Under this Bid, the Stamford Public Schools retains the right to approve all subcontractors.

6.3 Subcontractors

The contractor shall include the provisions of subsection (6 and 6.1) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the SPS and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CCHRO. The contractor shall take such action with respect to

any such subcontract or purchase order as the SPS may direct as a means of enforcing such provisions.

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

6.4 Ambiguity in the Bid Specification

Prior to submitting the proposal, the contractor is responsible to bring to the SPS' attention any ambiguity in this Bid. Failure to do so shall result in the contractor forfeiting any claim for adjustment based on such ambiguity as should have been noted by a prudent contractor.

In the event of any ambiguity between the SPS' Bid and the proposer's proposal, then whatever shall be more favorable to the Stamford Public Schools as determined in the sole discretion of the SPS shall prevail and take precedence.

6.5 Ownership Information

The Stamford Public Schools shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information developed, derived, documented or furnished by the contractor under any contract resulting from this Bid.

In the event of contract award, all data collected and other documentation procured as part of the contract will become the exclusive property of the Stamford Public Schools and may not be copied or removed by any employee of the contractor without written permission of the Stamford Public Schools.

6.6 Proprietary Information

The Stamford Public Schools will not disclose any portion of the proposals except to members of the proposal evaluation team prior to contract award. The Stamford Public Schools retains the right to disclose the name of the successful proposer, the amount of contract, and any other information in the proposal that is pertinent to the selection of the contractor.

6.7 Independent Project Cost Determination and Gratuities

By submission of an offer, the proposer certifies, that in connection with this proposal:

1. The costs in this offer have been arrived at independently, without consultation, communication or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other proposer or competitor.
2. The prices quoted in this offer will not change for a period of one hundred and twenty (120) days after the receipt date at the Stamford Public Schools of this offer.
3. Unless otherwise required by law, the costs which have been quoted in this offer have not been knowingly disclosed by proposer and will not knowingly be disclosed by the proposer prior to award, directly or indirectly to any other proposer or to any competitor.
4. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restrictive competition.

5. No elected official or appointed official or employee of the Stamford Public Schools or the City of Stamford shall benefit financially or materially from any contract awarded pursuant to this Bid.

6.8 Gifts

During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education (“BOE”) or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

6.9 Incurring Cost

The Stamford Public Schools will not be held responsible for any costs incurred by the proposer for work performed in preparation and production of a proposal or for any work performed prior to the issuance of a contract.

6.10 Student Data Privacy

To effect the transfer of data subject to FERPA, the Contractor agrees and acknowledges as follows:

A. The Contractor shall ensure compliance in all respects with the provisions of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g, (“FERPA”) including any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by federal or state law or regulation.

B. Student information, student records and student-generated content, as those terms are defined pursuant to Connecticut General Statutes §10-234aa (collectively “student data”), are not the property or under the control of the Contractor;

C. The Board shall have access to and may request the deletion of student data in the possession of the Contractor except when such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor, provided the Board may request the deletion of any such student data if such copy has been used by the operator to repopulate accessible data following a disaster recovery; at any time by notifying Contractor, in writing, of such request and identifying the information to be deleted;

D. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement with the Board;

E. The procedures by which a student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct erroneous information, if any, in such student record is set forth in Board Policy, with specific reference to Policy 5115 (as may be amended from time to time) and its associated Regulation(s), a copy of which may be found at <http://www.stamfordpublicschools.org/district/board-education/pages/policy-handbook>.

F. The Contractor shall take actions designed to ensure the security and confidentiality of student data;

G. The Contractor shall adhere to the following procedures to notify the Board in the event that there has been an unauthorized release, disclosure or acquisition of student data:

a. Upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of student information, excluding any directory information contained in such student information, the Contractor shall notify, without unreasonable delay, but not more than thirty days after such discovery, the Board in writing through the Superintendent of Schools of such breach of security. During such thirty-day period, the Contractor may (A) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose student information is involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the Contractor's data system.

b. Upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of directory information, student records or student-generated content, the Contractor shall notify, without unreasonable delay, but not more than sixty days after such discovery, the Board of such breach of security. During such sixty-day period, the Contractor may (A) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose directory information, student records or student-generated content is involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the Contractor's data system.

H. Student data shall not be retained or available to the Contractor upon expiration of the Agreement between the Contractor and the Board, except a student, parent or legal guardian of a student may choose to independently establish or maintain an electronic account with the Contractor after the expiration of such Agreement for the purpose of storing student-generated content.

I. All student-generated content shall be the property of the student or the parent or legal guardian of the student.

J. The Contractor shall implement and maintain security procedures and practices designed to protect student information, student records and student-generated content from unauthorized access, destruction, use, modification or disclosure that, based on the sensitivity of the data and the risk from unauthorized access, (1) use technologies and methodologies that are consistent with the guidance issued pursuant to section 13402(h)(2)

of Public Law 111-5, as amended from time to time, (2) maintain technical safeguards as it relates to the possession of student records in a manner consistent with the provisions of 45 CFR 164. 312, as amended from time to time and (3) otherwise meet or exceed industry standards.

K. The Contractor shall not use (1) student data for any purposes other than those authorized pursuant to this Agreement, or (2) personally identifiable information contained in student data to engage in targeted advertising.

L. The parties agree that this Agreement controls over any inconsistent terms of conditions contained within any other agreement entered into by the parties concerning student data.

M. If a court of competent jurisdiction finds that any provision of this Agreement is invalid, illegal or unenforceable, in any respect, then such invalidity, illegality or unenforceability shall not affect or impair any other remaining provisions of this Agreement, which shall remain in full force and effect. Moreover, if a court of competent jurisdiction finds that any provision of this Agreement is excessively broad, then such provision shall be construed by limiting it so as to be enforceable to the extent compatible with applicable law.

N. If a court of competent jurisdiction finds that any provision of this Agreement is invalid, illegal or unenforceable, in any respect, then such invalidity, illegality or unenforceability shall not affect or impair any other remaining provisions of this Agreement, which shall remain in full force and effect. Moreover, if a court of competent jurisdiction finds that any provision of this Agreement is excessively broad, then such provision shall be construed by limiting it so as to be enforceable to the extent compatible with applicable law.

6.11 Code of Ethics

Vendor shall comply with the Stamford Municipal Code of Ethics as codified in Chapter 19 of the City of Stamford Code of Ordinances and shall be considered an “employee”, as defined in that Chapter, strictly for the purpose of compliance thereto. Vendor is prohibited from using its status as a vendor to derive any interest(s) or benefit(s) from other individuals or organizations.

6.12 Off Contract Purchase

The District reserves the right to purchase items and/or products covered by this agreement from alternate sources, should, during the term of this agreement, the District obtain more favorable pricing from those alternate sources or determine that it is in its best interest to purchase an item from an alternate source. This Contract is not an exclusive Contract.

6.13 Information on Bidders’ Background

In addition to the specific information required to be submitted in direct response to this procurement, the Stamford Public Schools reserves the right to request certain additional information from any/all bidders, such as Dunn & Bradstreet reports, certified financial statements, lists and details on equipment and other important and necessary information and

documents that will serve the best interest of the City, in the opinion of Superintendent of Schools and/or of the Purchasing Agent, in determining the capabilities of a contractor.

6.14 Independent Contractor Status

It is the intent of this proposal that the successful bidder is an independent contractor, and not an employee or agent. Nothing in this proposal or the contract to be signed shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Stamford Public Schools and the Agency, or any employee or agent of the Agency, or between the Agency and any agent or employee of the Board. Both parties acknowledge that the Agency will not be an employee for federal or state tax purposes.

B. BACKGROUND

SPS serves some 17,000 students in 22 schools, grades Pre K – 12. The district, which encompasses 2,850,000 square feet of space, contains 13 elementary schools. Of the existing 13 elementary schools, 11 include grades K-5, the new school is K-3 and one includes grades K-8; five middle schools with grades 6-8, and three high schools. Included in this mix are five magnet elementary schools, one magnet middle school, two large comprehensive high schools, a magnet technology and engineering high school, and two alternative high school programs.

C. SCOPE OF SERVICES

✚ REFINISH 3 GYM FLOOR:

Refinishing is to include sanding down to bare wood, applying water base polyurethane coat, game lines, and a logo in the middle. This work will take place over the summer and should be completed before the next school year begins. The approximate dimensions of the work areas in each school are as follow:

- Rogers School: Approximate dimensions are 64' x 87'
- Cloonan School: Approximate dimensions are 86' x 99'
- Rippowam School: Approximate dimensions are 94' x 103'

✚ LOGO SPECIFICATIONS:

Center circles should be 12'. Logos should be about 8 to 10 feet. All logos are not available at this time. They will be provided in due time.

Please provide lump sum cost for all three schools and logos in the pricing section on page.

D. PLACE OF WORK:

Rogers International, 202 Blachley Road, Stamford, CT

Cloonan Middle, 11 West North Street, Stamford, CT
Rippowam Middle, 381 High Ridge Road, Stamford, CT

E. SUBMISSION OF QUESTIONS

Questions relating to this Bid must be submitted **via EMAIL ONLY** to the following address **no later** than **Friday June 17, 2022**:

kmccarthy@stamfordct.gov | Kevin McCarthy | Dir of Facilities Operations

F. PROPOSAL SUBMISSION

Four (4) complete sets of the proposal and one (1) **electronic copy (USB Drive)** are to be submitted in a **sealed** envelope and received by the **Purchasing Department, 3rd Floor, by Friday June 24, 2022 at 2:30 pm**, and listing the following information on the outside of the envelope: **B-4046 | Bidder's name and address | Bid Due date. No telephone, electronic, or facsimile proposals will be considered.** No proposals will be accepted after this time.

Send your proposal to the attention of:

**Stamford Public Schools, Purchasing Dept., 3rd Floor
B-4046 Gym Floor Refinishing
888 Washington Blvd., Stamford, CT 06901**

The proposal should include:

1. Tax Exempt: The Stamford Public Schools 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 bid price.
2. The **“Official Response Form/Bid Form”** attached must be completed.
3. The **“Non-Collusion Affidavit”** attached must be completed.
4. The **“Contractor’s Statement”** attached must be completed.
5. The **“Contractor’s Verification”** attached must be completed.
6. The **“Notice To Bidders”**
7. All material submitted in response to this bid will become public record and will be subject to inspection after Intent to Award notice is issued. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the proposal.
8. A proposal submitted in response to the bid shall constitute a binding offer. The autographic signature of the proposer shall indicate acknowledgement of this condition, or an officer legally authorized to execute contractual obligations. A submission in response to the bid acknowledges acceptance by the Proposer of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the SPS’s bid. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined in the bid.

***Failure to comply with all submission requirements may result in reduction of 5-10 points off the “Matrix of Qualifications” score. For instance, not submitting an electronic copy (USB Drive).**

B-4046 |GYM FLOOR REFINISHING

G. OFFICIAL RESPONSE FORM/BID FORM

Name of Consultant/Vendor _____

Name/Title of Primary contact person _____

Address of Vendor _____

Phone Number of Vendor _____

Contact Person e-mail for follow-up _____

Number of Years' providing similar work: _____years

List of School/City based references for contracts of a similar nature, including contact names, school district and phone numbers (Contract size can be either # students served or annual dollar amount)

	<u>Reference District</u>	<u>Contact Name</u>	<u>Phone Number</u>	<u>E-mail</u>	<u>Contract Size</u>
a)	_____	_____	_____	_____	_____
b)	_____	_____	_____	_____	_____
c)	_____	_____	_____	_____	_____

PRICING STRUCTURE

The undersigned, having familiarized himself with the existing conditions affecting the work and Addenda, if any thereto, hereby proposes to complete the Project listed above, all in accordance therewith for the Lump Sum listed of:

\$ _____ (Total Lump Sum)

The lump sum cost above is for all three schools. Included in cost, carry a price for the logos.

SCHEDULE

The undersigned agrees to complete the work by August 26, 2022, and in accordance with the specifications identified in the Notice to Bidders section. Overtime, weekend, and holiday work, if any, shall be arranged and coordinated with BOE Facilities Department.

Additional Note: _____

B-4046 | OFFICIAL RESPONSE FORM (Continued)

CHRO REQUIREMENT ACKNOWLEDGEMENT

Acknowledge inclusion of **CHRO** required Bidder Contract Compliance Monitoring Report is included in bid response: _____

PREVAILING WAGE RATE ACKNOWLEDGEMENT

Acknowledge contract shall be conducted utilizing localized prevailing wage rates in accordance with State and Federal (Davis Bacon and Related Acts) requirements found in attached Davis-Bacon and Related Acts Provisions and Procedures. Additional information can be found here:

<https://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm>

Check here: _____

ADDENDA ACKNOWLEDGEMENT

Acknowledge receipt of Addenda number(s) and date(s) (*Add More Lines If Needed*)

Addenda 1 – Check here Dated ____ / ____ /2022

Addenda 2 – Check here Dated ____ / ____ /2022

Addenda 3 – Check here Dated ____ / ____ /2022

Addenda 4 – Check here Dated ____ / ____ /2022

STATE-FUNDED PROJECT REQUIREMENT

The contractor who is selected to perform this state-funded project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

H. NON-COLLUSION AFFIDAVIT

The undersigned, having been duly sworn, affirms and says that to the best of his/her knowledge and belief:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with any competitor for the purpose of restricting competition.
2. Unless otherwise required by law, the prices, which have been quoted in this Proposal, have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

Name of Proposer: _____

By: _____

Print Name: _____

Title: _____

**STATE OF CONNECTICUT
Contractor Verification
(in accordance with Public Act 16-67)**

Directions to Contractor: Connecticut law requires that any contractor applying or bidding for a contract (including individuals who are independent contractors) with a local or regional board of education, a governing council of a state or local charter school, or inter-district magnet school operator require any employee with the contractor who would be in a position involving direct student contact to supply the contractor with the information provided in this form. Information may be collected either through a written communication or telephonically.

In addition, pursuant to Connecticut General Statutes (C.G.S.) § 10-222c, the contractor is required to contact – either telephonically or through written communication – any current or former employer of an employee if such employer was a local or regional board of education, a governing council of a state or local charter school, or inter-district magnet school operator or if the employment caused the employee to have contact with children, to request any information concerning whether there was a finding of abuse or neglect or sexual misconduct against the employee. If the contractor receives any information indicating such a finding, or otherwise has knowledge of such a condition, the contractor must immediately forward such information to any local or regional board of education with which the contractor is under contract.

Directions to Employee of Contractor: Pursuant to Connecticut state law, employees of a contractor who would be in a position involving direct student contact must supply all of the information provided in Section 2 of this form.

Section 1 – To be completed by Contractor

Name	
Street address	
City, State, Zip Code	
Contact person	
Telephone number/email address	

Section 2 – To be completed by Employee of Contractor

Part A. On a separate sheet of paper, please list the name, address and telephone number of each current or former employer, if such current or former employer was a local or regional board of education, a governing council of a state or local charter school, or inter-district magnet school operator, or if such employment otherwise caused you to have contact with children.

Part B. Please complete the questions below in their entirety.

Have you ever:

Y N

Been the subject of an abuse or neglect or sexual misconduct investigation by any employer, state agency or municipal police department (answer “no” if the investigation resulted in a finding that all allegations were unsubstantiated)?

Y N

Been disciplined or asked to resign from employment or resigned from or otherwise separated from any employment while an allegation of abuse or neglect was pending or under investigation by the Department of Children and Families (the “department”), or an

allegation of sexual misconduct was pending or under investigation or due to an allegation substantiated pursuant to section 17a-101g of abuse or neglect, or of sexual misconduct or a conviction for abuse or neglect or sexual misconduct?

Y N

Had a professional or occupational license or certificate suspended or revoked or ever surrendered such a license or certificate while an allegation of abuse or neglect was pending or under investigation by the department or an investigation of sexual misconduct was pending or under investigation, or due to an allegation substantiated by the department of abuse or neglect or of sexual misconduct or a conviction for abuse or neglect or sexual misconduct?

Part C – Written Consent and Disclosure Authorization. I hereby authorize the entities I have listed in Section 2 of this form to release to the entity listed in Section 1 of this form the information required to be released by my previous employer pursuant to (C.G.S.) § 10-222c along with any related records. I hereby consent to and authorize disclosure by the State Department of Education of the information requested pursuant to C.G.S. § 10-222c, as amended by Public Act 16-67, and I hereby authorize the release by the State Department of Education of any related records. I further hereby release the above-named employer(s) and the State Department of Education from any and all liability of any kind that may arise from the disclosure or release of records requested pursuant to C.G.S. § 10-222c, as amended by Public Act 16-67.

Signature of Applicant

Date

NOTES:

The terms provided below are currently defined in state law as follows. Please note that statutes may be amended from time to time.

Sexual Misconduct means – “any verbal, nonverbal, written or electronic communication, or any other act directed toward or with a student that is designed to establish a sexual relationship with the student, including a sexual invitation, dating or soliciting a date, engaging in sexual dialog, making sexually suggestive comments, self-disclosure or physical exposure of a sexual or erotic nature and any other sexual, indecent or erotic contact with a student.” Connecticut General Statutes § 10-222c(k).

Abuse or neglect means – “abuse or neglect as described in Section 46b-120, and includes any violation of Sections 53a-70, 53a-70a, 53a-71, 53a-72a, 53a-72b or 53a-73a.” Connecticut General Statutes § 10-222c(k).

The Connecticut State Department of Education is an affirmative action/equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, gender identity or expression, sexual orientation, marital status, national origin, ancestry, age, criminal record, political beliefs, genetic information, intellectual disability, past or present history of mental disability, learning disability, or physical disability, including, but not limited to, blindness or any other basis prohibited by Connecticut state and/or federal nondiscrimination laws.

CONTRACTOR'S STATEMENT

Pursuant to Section 103 .1 of the Stamford Code of Ordinances, I hereby provide the following:

If a joint venture, trustee, partnership, Limited Liability Company or partnership, the names and addresses of all joint venturers, beneficiaries, partners or members:

If a corporation, the names and addresses of all officers and the names and addresses of all parties owning over 10% of its common stock or over 10% of its preferred stock. If any of said stockholders is a holding corporation, the names and addresses of all persons owning a beneficial interest in over 10% of the common or preferred stock of said holding company.

The names and positions of all persons listed hereinabove who are elected or appointed officers or employees of the City of Stamford.

Name of

Bidder/Proposer: _____

Signature of Bidder/Proposer: _____

Title: _____

Company Name: _____

Address: _____

NOTICE TO BIDDERS

1. All bids will be opened promptly at the advertised time of opening. There can and will be no delays or postponements which are not publicly advertised. Any bid received after the advertised time of opening cannot be accepted.

2. Obligation of bidders:

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

Each bidder must fully inform himself of the construction and labor conditions relating to the work which is now or will be performed. Failure to do so will not relieve the successful bidder of his obligation to furnish all labor and materials necessary to carry out the provision of the contract documents and to complete the contemplated work. Inasmuch as possible, the contractor must, in carrying out his work, employ such methods or means as will not cause any interruptions or interference with the work of any other contractor.

3. Stamford Public Schools is an Affirmative Action/Equal Opportunity Employer/purchaser. Small, Minority, Women and Disadvantaged Business Enterprises are encouraged to respond.
 - a. This project is being funded by State of Connecticut funding and is subject to CHRO requirements and reporting.
 - b. Contractor is required to submit the Bidder Contract Compliance Monitoring Report as part of the bid response

**SAMPLE
CORPORATE
RESOLUTION
NEXT PAGE**

(COMPANY LETTERHEAD WITH LOGO HERE)

CORPORATE RESOLUTION

DATE:

We, the undersigned, being all the Directors of , organized and

(Name of company)

existing under the laws of , and having its principal place of business at

(State)

(Company's Address)

hereby certify that the following individuals are representatives of the company who can execute

documents.

Date

Date

Date

CLEAR FORM

PRINT

Hover over text boxes above to know what to input

EXHIBIT A

(CHRO Bid Requirements)

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by [Sections 4a-60](#) and [4a-60a](#) of the Connecticut General Statutes; and, when the awarding agency is the State, [Sections 46a-71\(d\)](#) and [46a-81i\(d\)](#) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at [Section 46a-68j-21 through 43](#) of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by [Sections 4a-60](#) and [46a-71\(d\)](#) of the Connecticut General Statutes.

According to [Section 46a-68j-30\(9\)](#) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in [Section 4a-60](#) of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of [Section 32-9n.](#)” “Minority” groups are defined in [Section 32-9n](#) of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by [Section 4a-60g](#) of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of [Section 46a-68j-21\(11\)](#) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with [Sections 46a-68-1 to 46a-68-17](#) of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. [See Section 46a-68j-30\(10\)\(E\)](#) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following [BIDDER CONTRACT COMPLIANCE MONITORING REPORT](#) must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to [Sections 4a-60](#) and [4a-60a](#) CONN. GEN. STAT., and [Sections 46a-68j-23](#) of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) **Definition of Small Contractor**

[Section 4a-60g](#) CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision [4a-60g](#) CONN. GEN. STAT.

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

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p><u>White</u> (not of Hispanic Origin)-All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u> (not of Hispanic Origin)-All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART 1 – Bidder Information

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

PART II - Bidder Nondiscrimination Policies and Procedures

<p>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes No</p>	<p>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes No</p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes No</p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes No</p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes No</p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes No</p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes No</p>	<p>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes No N/A</p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes No</p>	<p>11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes No N/A</p>
<p>6. Does your company have a collective bargaining agreement with workers? Yes No</p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes No</p> <p>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of CT? Yes No</p>	<p>12. Does your company have a written affirmative action Plan? Yes No If no, please explain.</p> <p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes No If yes, give name and phone number:</p>

1. Will the work of this contract include subcontractors or suppliers? Yes No

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes No

PART IV - Bidder Employment Information

Date:

JOB CATEGORY*	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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EXHIBIT B

(DBRA Requirements)

**NOTICE TO CONTRACTOR – FEDERAL WAGE DETERMINATIONS
(Davis Bacon Act)**

The following Federal Wage Determinations are applicable to this Federal-Aid contract and are hereby incorporated by reference. During the bid advertisement period, it is the bidder’s responsibility to obtain the latest Federal wage rates from SAM.gov (formerly the US Department of Labor website), as may be revised 10 days prior to bid opening. Any revisions posted 10 days prior to the bid opening shall be the wage determinations assigned to this contract.

Check Applicable WD# (City Use Only)	WD#	Construction Type	County
	CT1	Highway	Fairfield
	CT5	Heavy Dredging (Hopper Dredging)	Fairfield
	CT6	Heavy Dredging Statewide	Statewide
	CT13	Heavy	Fairfield
	CT20	Building	Fairfield
	CT7	Residential	Fairfield

The Federal wage rates (Davis-Bacon Act) applicable to this Contract shall be the Federal wage rates that are current on SAM.gov (<https://sam.gov/content/wage-determinations>) as may be revised 10 days prior to bid opening. The Department will no longer physically include revised Federal wage rates in the bid documents or as part of addenda documents. These applicable Federal wage rates will be incorporated in the final contract document executed by both parties.

If a conflict exists between the Federal and State wage rates, the higher rate shall govern. To obtain the latest Federal wage rates, go to SAM.gov (link above).

Davis-Bacon and Related Acts Provisions and Procedures

(1) *Minimum wages.*

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of [paragraph \(a\)\(1\)\(iv\)](#) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in [§ 5.5\(a\)\(4\)](#). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under [paragraph \(a\)\(1\)\(ii\)](#) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to [paragraphs \(a\)\(1\)\(ii\) \(B\)](#) or [\(C\)](#) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) ***Withholding.*** Stamford Public Schools shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages

required by the contract, Stamford Public Schools may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.*

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under [29 CFR 5.5\(a\)\(1\)\(iv\)](#) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under [29 CFR 5.5\(a\)\(3\)\(i\)](#), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require

a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, [29 CFR part 5](#), the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, [29 CFR part 5](#), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, [29 CFR part 3](#);

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by [paragraph \(a\)\(3\)\(ii\)\(B\)](#) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under [paragraph \(a\)\(3\)\(i\)](#) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to [29 CFR 5.12](#).

(4) *Apprentices and trainees* -

(i) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and

Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) ***Trainees.*** Except as provided in [29 CFR 5.16](#), trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio

permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) ***Equal employment opportunity.*** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

(5) ***Compliance with Copeland Act requirements.*** The contractor shall comply with the requirements of [29 CFR part 3](#), which are incorporated by reference in this contract.

(6) ***Subcontracts.*** The contractor or subcontractor shall insert in any subcontracts the clauses contained in [29 CFR 5.5\(a\)\(1\)](#) through [\(10\)](#) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in [29 CFR 5.5](#).

(7) ***Contract termination: debarment.*** A breach of the contract clauses in [29 CFR 5.5](#) may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in [29 CFR 5.12](#).

(8) ***Compliance with Davis-Bacon and Related Act requirements.*** All rulings and interpretations of the Davis-Bacon and Related Acts contained in [29 CFR parts 1, 3, and 5](#) are herein incorporated by reference in this contract.

(9) ***Disputes concerning labor standards.*** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in [29 CFR parts 5, 6, and 7](#). Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) ***Certification of eligibility.***

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or [29 CFR 5.12\(a\)\(1\)](#).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or [29 CFR 5.12\(a\)\(1\)](#).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, [18 U.S.C. 1001](#).

(b) ***Contract Work Hours and Safety Standards Act.***

(1) ***Overtime requirements.*** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) ***Violation; liability for unpaid wages; liquidated damages.*** In the event of any violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in [paragraph \(b\)\(1\)](#) of this section.

(3) ***Withholding for unpaid wages and liquidated damages.*** Stamford Public Schools shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in [paragraph \(b\)\(2\)](#) of this section.

(4) ***Subcontracts.*** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in [paragraph \(b\)\(1\)](#) through [\(4\)](#) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in [paragraphs \(b\)\(1\)](#) through [\(4\)](#) of this section.