

**CT DAS PROCUREMENT SERVICES
NOTICE TO BIDDERS
ON BEHALF OF
CT DEPARTMENT OF CONSTRUCTION SERVICES**

ARTICLE 1 BIDS AND REJECTION OF BIDS:

1.1 Bids shall be for the complete work as specified and shall include the names of any subcontractors for the four classes of work specified in subsection (a) of C.G.S. § 4b-93 as revised, and for each other class of work for which the awarding authority has required a separate section pursuant to said subsection and the dollar amounts of their subcontracts, and the contractor shall be selected on the basis of such bids. It shall be presumed that the bidder intends to perform with its own employees all work in such four classes and such other classes, for which no subcontractor is named. The bidder's qualifications for performing such work shall be subject to review under C.G.S. § 4b-92, as revised. **For projects estimated to exceed Five Hundred Thousand Dollars (\$500,000.00) in total cost, the bidder must be prequalified by the Department of Administrative Services in the classification specified in the Invitation to Bid.**

1.2 The awarding authority may require the contractor to replace a **Named Subcontractor** whenever the awarding authority determines in their sole discretion that such **replacement** is in the **best interest of the State**.

1.3 Every **bid** which is conditional or obscure, **or which is not accompanied by a Department of Administrative Services Prequalification Certificate and Update Statement**, or which contains any addition not called for, shall be invalid, and the awarding authority shall *reject* every such bid. The awarding authority shall be authorized to waive **minor irregularities** which he considers in the best interest of the State, provided the reasons for any such waiver are stated in writing by the awarding authority and made a part of the contract file. No such bid shall be rejected because of the failure to submit prices for, or information relating to, any item or items for which no specific space is provided in the bid form furnished by the awarding authority, but this sentence shall not be applicable to any failure to furnish prices or information required by C.G.S. § 4b-95, as revised, to be furnished in the bid form provided by the awarding authority.

No person who's **Subcontract** exceeds five hundred thousand dollars in value may perform work as a Subcontractor on a project *estimated* to cost more than five hundred thousand dollars, unless the person is **prequalified** in accordance with C.G.S. § 4a-100, as amended by **Public Act 06-134**.

1.4 **Projects That Exceed Threshold Limits C.G.S §29-276b:**

Projects designated in **Section 00 41 00, Bid Proposal Form** as "Exceeding the Threshold Limits" must meet **C.G.S §20-341gg Registration of Major Contractors:**

Any person engaged in the business of construction, structural repair, structural alteration, dismantling or demolition of a structure or addition that exceeds the threshold limits provided in C.G.S §29-276b, or any person who, under the direction of a general contractor, performs or offers to perform any work that impacts upon the structural integrity of a structure or addition, including repair, alteration, dismantling or demolition of a structure or addition that exceeds the threshold limits shall engage in or offer to perform the work of a Major Contractor unless such person has first obtained a license or certificate of registration from the Department of Consumer Protection. Individuals must be licensed under the requirements of **C.G.S §20-341gg "Registration of Major Contractors"**. The Department of Consumer Protection shall issue a certificate of registration to any person who is prequalified pursuant to section 4a-100 who applies for registration in accordance with this section.

The contractor and all subcontractors that engage in work that impacts upon the structural integrity of a structure or addition must register as a **Major Contractor** with the Department Of Consumer Protection and obtain a **Major Contractor License** issued by the Department Of Consumer Protection prior to Bid Due Date/Time of this Project.

For further information visit the Department Of Consumer Protection Website: www.dcp.state.ct.us

1.5 **Bids** shall be publicly opened and read by the awarding authority forthwith. The awarding authority *may* require in the bid form that the contractor agree to perform a stated, minimum percentage of work with its **own forces**. The awarding authority *may* also require the contractor to set aside a portion of the contract for subcontractors who are eligible for **set-aside contracts**. The awarding authority shall not permit **substitution** of a subcontractor for one named in accordance with the provisions of said C.G.S. § 4b-95 or **substitution** of a subcontractor for any designated sub-trade work bid to be performed by the contractor's own forces, *except* for **good cause**. The term "good cause" includes but is not limited to a subcontractor's or, where appropriate, a contractor's: (1) Death or physical disability, if the listed subcontractor is an individual; (2) dissolution, if a

corporation or partnership; (3) bankruptcy; (4) inability to furnish any performance and payment bond shown on the bid form; (5) inability to obtain, or loss of, a license necessary for the performance of the particular category of work; (6) failure or inability to comply with a requirement of law applicable to contractors, subcontractors, or construction, alteration, or repair projects; (7) failure to perform its agreement to execute a subcontract under C.G.S. § 4b-96, as revised.

- 1.6 The **bid price** shall be the price set forth in the space provided on the **bid form**. No bid shall be rejected (1) because of error in setting forth the name of a subcontractor as long as the subcontractor or subcontractors designated are clearly identifiable, or (2) because the plans and specifications do not accompany the bid or are not submitted with the bid. Failure to correctly state a **subcontractor's price** shall be cause for rejection of the bid.
- 1.7 Each contractor who is awarded a contract on or after October 1, 2002 shall be subject to provisions of the C.G.S. § 31-53 as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages."
- 1.8 In determining bid price, consideration should be given to C.G.S. § 31-53 and 31-55a of the Connecticut General Statutes regarding **annual adjustment of prevailing wage rates**. Annual adjustments of prevailing wage rates will not be considered a matter for a contract amendment.
- 1.9 Any contractor who violates any **provision** of said **C.G.S. § 4b-95** may be **disqualified** from bidding on other contracts that are subject to the provisions of **Chapter 60** of the Connecticut General Statutes, as revised, for a **period** not to exceed twenty-four months, commencing from the date on which the violation is discovered, for each violation. The awarding authority shall periodically review the contractor's subcontracts to insure compliance with such provisions, and shall after each such review prepare a written report setting forth his findings and conclusions.
- 1.10 **Bids** shall be submitted *only* on the **forms furnished** for the specific project. In *no* event will bids or changes in bids made by telephone, telegraph, facsimile or other communication technology be considered. *Any* bid form omitting or adding items, altering the form, containing conditional or alternative bids, or *without* the original signature of the bidder or its authorized representative, will be *rejected*.
- 1.11 Any bid received *after* the **scheduled closing time** for the receipt of bids will be returned to the bidder unopened.
- 1.12 Any **bid** once deposited with the **Department of Construction Services (CT DCS)** may only be **withdrawn** by **letter** of request, signed by the depositing bidder and presented to the **DAS** Supervisor, Bidding and Contracts Unit, *prior* to the time of opening of any bid for the project designated or identified project.
- 1.13 **Gift And Campaign Contribution Certification:** In accordance with Executive Order 7C, and pursuant to Public Act 11-229, any principal or key personnel of the person, firm or corporation submitting a bid or proposal for a contract that has a value of **\$50,000** or more, shall be required to **electronically upload** a **Gift And Campaign Contribution Certification** prior to or at the time of the bid proposal submission. Instructions on how to electronically upload the **Gift And Campaign Contribution Certification** are available from the website of the Connecticut Department of Administrative Services (CT DAS), "Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online". **The Vendor Guide** can be *found* at <http://www.ct.gov> click on Doing Business > Doing Business with the State > State Procurement > **Business Friendly Initiatives** > Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF).
- Pursuant to C.G.S. § 4-252(d), and Public Act 11-229, any bidder or proposer that does not **electronically upload** the certification as required under this section shall be disqualified and CT DCS shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.
- Once uploaded, an updated **Gift and Campaign Contribution Certification** shall be **electronically uploaded** within **30 days** of any changes to the submitted information.
- Annually**, on or within two (2) weeks of the **anniversary** date of the execution of this contract, the Contractor shall **electronically upload** a completed **Annual Certification** with authorizing resolution. For the purposes of this paragraph, the execution date of the contract will be the date the Commissioner of CT DCS signs the contract.
- 1.14 **Affirmation of Receipt of State Ethics Laws Summary:** Pursuant to Section 37 of **Public Act 05-287**, when the CT DCS is seeking a contract for a large state construction or procurement contract having a cost of more than **\$500,000**, CT DCS shall inform all potential consultant and contractor firms to **electronically download** the **"Guide to the Code of Ethics For Current or Potential State Contractors"** from the website of Office of State Ethics (OSE).

Pursuant to Public Act 11-229, CT DCS is also required to notify all potential consultant and contractor firms for a large state construction or procurement contract that they must **electronically upload** prior to or at the time of the bid proposal submission an **"Affirmation of Receipt of State Ethics Laws Summary"** affirming that their key employees have read and understand the summary and agree to comply with the provisions of state ethics law. Instructions on how to electronically upload an **"Affirmation of Receipt of State Ethics Laws Summary"** are available from the website of the Connecticut Department of Administrative Services (CT DAS), "Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online". The **Vendor Guide** can be found at <http://www.ct.gov> click on Doing Business > Doing Business with the State > State Procurement > **Business Friendly Initiatives** > Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF).

Failure to provide this affidavit with the bid proposal shall result in **rejection** of the bid. The **summary** includes a **note** regarding the more stringent CT DCS policy regarding gifts. If you decide to use the **Ethics Summary** posted on the [OSE web site](#) you must also add to it the **Note** which is set forth below.

Note re: DCS Policy:

The policy of the Department of Construction Services (DCS) in regard to gifts or anything of value is more stringent than the State Ethic Code. Under the CT DCS policy, no employee of CT DCS can directly or indirectly solicit or accept anything of value; other than a cup of coffee or tea, or a bottle of soda or water; from any developer, contractor, consultant, vendor, realtor, or lessor, or any person or organization on their behalf, with who CT DCS has or may have a business relationship. Accordingly, any person, or contractor, consultant, or any other business doing business with or seek do business with CT DCS may not directly or indirectly give anything of value other than a cup of coffee or tea, or a can or bottle of soda or water, to an employee.

Furthermore, the successful bidder shall provide the **Summary of the State Ethics Laws**, to each **named subcontractor** and any other **subcontractor** or **subconsultant** with a contract valued over \$500,000 and obtain a **Subcontractor and Subconsultant State Ethics Affidavit** that the key personnel of the subcontractor have read, understand, and agree to comply with provisions of the state ethics laws. The successful bidder shall provide such subcontractor(s) affidavit to the Department of Construction Services.

- 1.15 Consulting Agreement Affidavit and Certificate (of Authority):** A **Consulting Agreement Affidavit** must be completed and electronically uploaded prior to or at the time of the bid proposal submission for contracts with a value of \$50,000 or more. A **Certificate (of Authority)** shall be submitted with the bid proposal to CT DAS Procurement Services for contracts with a value of \$50,000 or more.

Instructions on how to electronically submit the **Consulting Agreement Affidavit** are available from the website of the Connecticut Department of Administrative Services (CT DAS), "Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online": The **Vendor Guide** can be found at <http://www.ct.gov> click on Doing Business > Doing Business with the State > State Procurement > **Business Friendly Initiatives** > Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF).

Once uploaded, an updated **Consulting Agreement Affidavit** shall be **electronically uploaded** within **30 days** of any changes to the submitted information. Once uploaded, the Affidavit shall be updated and submitted as required by the Office of Policy and Management and the Connecticut Department of Administrative Services. For the purposes of this paragraph, the **execution date** of the contract will be the date the Commissioner of CT DCS signs the contract.

In the event that a bidder or vendor *refuses* to submit the *affidavit* required under Conn. Gen. Stat. § 4a-81, such bidder shall be *disqualified* and the award shall be made to the next lowest responsible qualified bidder or new bids or proposals shall be sought.

The **Certificate (of Authority)** can be found in **Section 00 40 14 Certificate (of Authority)**.

- 1.16 State Election Enforcement Commission:** With regard to a State contract as defined in **P.A. 07-01** having a value in a calendar year of \$50,000 or more or a combination or series of such **agreements** or **contracts** having a value of \$100,000 or more, the **authorized signatory** to this **submission** in response to the State's solicitation expressly **acknowledges receipt** of, and must submit to DAS Procurement Services with the bid proposal submission, the **State Election Enforcement Commission's Form 10 notice** advising prospective state contractors of the state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the **notice**. See the SEEC website www.ct.gov/seec for downloading **SEEC Form 10**.

- 1.17 Nondiscrimination Certification:** A nondiscrimination certification is required for all State contracts, regardless of type, term, cost or value. The **appropriate form** must be **electronically uploaded** prior to or at the time of

the bid proposal submission. Instructions on how to electronically upload the **Nondiscrimination Certification** are available from the website of the Connecticut Department of Administrative Services (CT DAS), "Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online": **The Vendor Guide** can be found at <http://www.ct.gov> click on Doing Business > Doing Business with the State > State Procurement > **Business Friendly Initiatives** > Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF).

For the **list of Nondiscrimination forms and descriptions** go to the **Office of Policy and Management (OPM) website**, www.ct.gov/opm, under **Featured Links** > Nondiscrimination Certification

- 1.18 When a **mandatory bid conference** is required, bids submitted by contractors who have **not properly registered** and attended the mandatory pre-bid conference shall be rejected as **non-responsive**. All attendees of the pre-bid conference will be required to register. **Proper registration** means that the attendee has signed his or her name to the official roster and listed the name and address of the company he or she represents on the official roster no later than the designated start time of the pre-bid conference. Bidders are advised to register early as **no** attendee will be allowed to register *after* the advertised start time of the pre-bid conference.
- 1.19 In the event that a bidder or vendor refuses to submit the **consulting affidavit** required under subsection (b) of section 51 of Public Act 05-287, such bidder shall be *disqualified* and the award shall be made to the next lowest responsible qualified bidder or new bids or proposals shall be sought.
- 1.20 All acquisitions, agreements and contracts are subject to the provisions of the C.G.S. § 9-333n (transferred to 9-612) regarding **CAMPAIGN CONTRIBUTION RESTRICTION**.
- 1.21 Each contract between a state or quasi-public agency and a large state contractor shall provide that, if an officer, employee, or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the contractor in **retaliation** for such employee's **disclosure** of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of Section 4-61dd of the Connecticut General Statutes, the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.
- Each large state contractor shall post a **notice** of the provisions of Section 4-61dd relating to large state contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.
- 1.22 It is agreed that this contract shall be governed by, construed, and enforced in accordance with the **laws of the State of Connecticut**.
- 1.23 Nothing in this Agreement shall be construed as a waiver or limitation upon the **State's sovereign immunity**. To the extent this Section is found to be inconsistent with any other part of this Agreement, this Section shall control. This Section of the Agreement shall survive the completion and/or termination of this Agreement.
- 1.24 Pursuant to Connecticut General Statutes Sec. 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by any political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars, shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a **course** of at least ten hours in duration in **construction safety and health** approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268.
- 1.25 Bidders are responsible for **addenda** as noted in Article 4 of this notice. **Failure to acknowledge** all **addenda** in the space provided in Bid Proposal Form shall be cause for **rejection** of the bid.
- 1.26 The Department of Construction Services *may* reject a bid as **non-responsive** *if* the bidder does *not* make all required **pre-award submittals** *within* the time designated by the Department of Construction Services.

ARTICLE 2 BID SECURITY:

Each bid must be accompanied by a **certified check** made payable to "Treasurer, State of Connecticut," or the bid must be accompanied by a **bid bond**, in the form required by the awarding authority, having as **surety** thereto such surety

company or companies acceptable to the Commissioner of the Department of Construction Services and as are authorized to do business in this State, for an amount not less than 10 percent of the bid. All **checks** submitted by **unsuccessful** bidders shall be returned to them *after* the contract has been awarded.

ARTICLE 3 Forfeit Of Bid Security:

Failure of the successful bidder to execute a contract awarded as specified and bid shall result in the **forfeiture** of the bid bond or certified check.

ARTICLE 4 Addenda And Interpretations:

No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Every **request** for such interpretation should be in writing to the awarding authority and to be given consideration *must* be received at least **ten (10)** days *prior* to the date fixed for the opening of bids. Any and all such **interpretations** and any **supplemental instructions** will be in the form of written **addenda** to the specifications which, *if* issued, will be posted on the **CT DCS Website and State Contracting Portal**. However, at the discretion of the awarding authority the addenda *may be mailed* no later than **seven (7)** days *prior* to the date fixed for the opening of bids to those prospective bidders (at the respective addresses furnished for such purposes) who do not have email accounts and request the fiscal officer to mail them the addenda; failure of any bidder to receive any such **addendum** or **interpretation** shall not release any bidder from any obligations under its bid as submitted. It shall be the **bidder's responsibility** to make inquiry as to, and to obtain, the addenda issued, if any.

ARTICLE 5 Executive Orders:

The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. **7C** of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

ARTICLE 6 (Intentionally left Blank)

ARTICLE 7 (Intentionally left Blank)

ARTICLE 8 Sexual Harassment Policy

This contract is subject to the provisions of the Department of Construction Services Sexual Harassment Policy ("Policy") and, as such, the contract may be canceled, terminated, or suspended by the CT DCS for violation of or noncompliance with said Policy. Said document is hereby incorporated herein by reference and made a part hereof as though fully set forth herein. This policy may be found at the **Department of Construction Services Website** at <http://www.ct.gov/dcs>, under **Publications**.

ARTICLE 9 Certificate of Legal Existence:

A **corporation** that is awarded the contract must comply with the laws of this State regarding the procurement of a certificate of authority to transact business in this State from the **Secretary of the State**. A Certificate of Legal Existence which is not older than ninety (90) days from the date of the contract signing must be filed with the Department of Construction Services' Purchasing Officer.

ARTICLE 10 Security For Faithful Performance:

10.1 Performance Bond:

On or before the contract award date, the successful bidder shall substitute for the **certified check** or **bid bond** accompanying its bid an executed **performance bond**, in the amount not less than 100 percent of the contract price, conditioned upon the faithful performance of the contract, and having as surety thereto such surety company or companies satisfactory to the Commissioner and as are authorized to transact business in this State. This bond is to be furnished pursuant to **C.G.S. § 49-41**, as revised.

10.2 Labor and Material Bond:

At this same time, the successful bidder shall submit a labor and material bond in the amount not less than 100 percent of the contract price which shall be binding upon the award of the contract to such bidder, with surety or sureties satisfactory to the Commissioner and as are authorized to transact business in this State, for the protection of persons supplying labor or materials in the prosecution of the work provided for in the contract for the use of each such person. Any such bond furnished shall have as principal the name of the successful bidder. This bond is to be furnished pursuant to **C.G.S. § 49-41**, as revised.

The following sections of the General Statutes of Connecticut, as revised, are inserted as information concerning this bond:

C.G.S. § 49-41a. Enforcement of payment by general contractor to subcontractor and by subcontractor to his subcontractors.

- (a) When any public work is awarded by a contract for which a payment bond is required by section 49-41, the contract for the public work shall contain the following provisions: (1) A requirement that the general contractor, within thirty days after payment to the contractor by the State or a municipality, pay any amounts due any subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the contractor and paid by the State or a municipality; (2) a requirement that the general contractor shall include in each of its **subcontracts** a **provision** requiring each **subcontractor** to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, *within* thirty days *after* such subcontractor receives a payment from the general contractor which encompasses labor or materials furnished by such subcontractor.
- (b) If payment is not made by the general contractor or any of its subcontractors in accordance with such requirements, the subcontractor shall set forth his claim against the general contractor and the subcontractor of a subcontractor shall set forth its claim against the subcontractor through notice by registered or certified mail. Ten days after the receipt of that notice, the general contractor shall be liable to its subcontractor, and the subcontractor shall be liable to its subcontractor, for interest on the amount due and owing at the rate of one percent per month. In addition, the general contractor, upon written demand of its subcontractor, or the subcontractor, upon written demand of its subcontractor, shall be required to place funds in the amount of the claim, plus interest of one per cent, in an interest-bearing escrow account in a bank in this State, provided the general contractor or subcontractor may refuse to place the funds in escrow on the grounds that the subcontractor has not substantially performed the work according to the terms of his or its employment. In the event that such general contractor or subcontractor refuses to place such funds in escrow, and the party making a claim against it under this section is found to have substantially performed its work in accordance with the terms of its employment in any arbitration or litigation to determine the validity of such claim, then such general contractor or subcontractor shall pay the attorney's fees of such party.
- (c) No payment may be withheld from a subcontractor for work performed because of a dispute between the general contractor and another contractor or subcontractor.
- (d) This section shall not be construed to prohibit progress payments prior to final payment of the contract and is applicable to all subcontractors for material or labor whether they have contracted directly with the general contractor or with some other subcontractor on the work.

C.G.S. § 49-42. Enforcement of right to payment on bond. Suit on bond, procedure and judgment.

- (a) Any person who performed work or supplied materials for which a requisition was submitted to, or for which an estimate was prepared by, the awarding authority and who does not receive full payment for such work or materials within sixty days of the applicable payment date provided for in subsection (a) of section 49-41a, or any person who supplied materials or performed subcontracting work not included on a requisition or estimate who has not received full payment for such materials or work within sixty days after the date such materials were supplied or such work was performed, may enforce such right to payment under the bond by serving a notice of claim on the surety that issued the bond and a copy of such notice to the contractor named as principal in the bond within one hundred eighty days of the applicable payment date provided for in subsection (a) of section 49-41a, or, in the case of a person supplying materials or performing subcontracting work not included on a requisition or estimate, within one hundred eighty days after the date such materials were supplied or such work was performed. The notice of claim shall state with substantial accuracy the amount claimed and the name of the party for whom the work was performed or to whom the materials were supplied, and shall provide a detailed description of the bonded project for which the work or materials were provided. If the content of a notice prepared in accordance with subsection (b) of section 49-41a complies with the requirements of this section, a copy of such notice, served within one hundred eighty days of the payment date provided for in subsection (a) of section 49-41a upon the surety that issued the bond and upon the contractor named as principal in the bond, shall satisfy the notice requirements of this section. Within ninety days after service of the notice of claim, the surety

shall make payment under the bond and satisfy the claim, or any portion of the claim which is not subject to a good faith dispute, and shall serve a notice on the claimant denying liability for any unpaid portion of the claim. The notices required under this section shall be served by registered or certified mail, postage prepaid in envelopes addressed to any office at which the surety, principal or claimant conducts his business, or in any manner in which civil process may be served. If the surety denies liability on the claim, or any portion thereof, the claimant may bring action upon the payment bond in the superior court for such sums and prosecute the action to final execution and judgment. An action to recover on a payment bond under this section shall be privileged with respect to assignment for trial. The court shall not consolidate for trial any action brought under this section with any other action brought on the same bond unless the court finds that a substantial portion of the evidence to be adduced, other than the fact that the claims sought to be consolidated arise under the same general contract, is common to such actions and that consolidation will not result in excessive delays to any claimant whose action was instituted at a time significantly prior to the motion to consolidate. In any such proceeding, the court judgment shall award the prevailing party the costs for bringing such proceeding and allow interest at the rate of interest specified in the labor or materials contract under which the claim arises or, if no such interest rate is specified, at the rate of interest as provided in section 37-3a upon the amount recovered, computed from the date of service of the notice of claim, provided, for any portion of the claim which the court finds was due and payable after the date of service of the notice of claim, such interest shall be computed from the date such portion became due and payable. The court judgment may award reasonable attorneys fees to either party if upon reviewing the entire record, it appears that either the original claim, the surety's denial of liability, or the defense interposed to the claim is without substantial basis in fact or law. Any person having direct contractual relationship with a subcontractor but no contractual relationship express or implied with the contractor furnishing the payment bond shall have a right of action upon the payment bond upon giving written notice of claim as provided in this section.

- (b) Every suit instituted under this section shall be brought in the name of the person suing, in the superior court for the judicial district where the contract was to be performed, irrespective of the amount in controversy in the suit, but no such suit may be commenced after the expiration of one year after the applicable payment date provided for in subsection (a) of section 49-41a, or, in the case of a person supplying materials or performing subcontracting work not included on a requisition or estimate, no such suit may be commenced after the expiration of one year after the date such materials were supplied or such work was performed.
- (c) The word "material" as used in section 49-41 to 49-43, inclusive, includes the rental of equipment used in the prosecution of work provided for in the contract.

ARTICLE 11 CONNECTICUT SALES AND USE TAXES:

All bidders shall familiarize themselves with the current statutes and regulations of the **Department of Revenue Services**. The tax on materials or supplies exempted by such statutes and regulations shall not be included as part of a bid.

Nonresident contractors must comply with the **provisions C.S.G. § 12-430(7), Bond requirement for nonresident contractors**, and the regulations established pursuant to that section.

ARTICLE 12 Contractor's Qualifications:

All bidders shall file with their bids a **statement of qualifications** on the appropriate form.

ARTICLE 13. Subcontractors:

As required by the **Bid Proposal Form**, each bidder shall furnish with its submitted bid, and in the place on the bid form provided for such purpose, the **names of responsible and qualified subcontractors** who are actually to perform the work required by the division or portion of the specifications listed for the base bid. **Failure to so list a subcontractor** for any division or portion of the specifications will result in the **rejection** of the entire bid.

ARTICLE 14 NOT USED

ARTICLE 15 Nondiscrimination and Affirmative Action Provisions:

This section is inserted in connection with Subsection (a) of C.G.S. § 4a-60 of the General Statutes of Connecticut, as revised.

References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

- a. (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure 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, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) 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 commission; (3) 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 notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.
- b. If the contract is a CT DCS contract, the contractor agrees and warrants that he will make **good faith efforts** to employ **minority business enterprises** as subcontractors and suppliers of materials on such CT DCS project.
- c. "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the 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; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- d. **Determination** of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in CT DCS projects.
- e. The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- f. The contractor shall include the **provisions** of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

ARTICLE 16 Nondiscrimination Provisions Regarding Sexual Orientation:

This section is inserted in connection with Subsection (a) of Section 4a-60a of the General Statutes of Connecticut, as revised.

- a. (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) 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 notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.
- b. The contractor shall include the provisions of section (a) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- c. For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

A **nondiscrimination certification** is required for all State contracts, regardless of type, term, cost or value. The **appropriate form** must be **electronically uploaded** *prior to or at the time of the bid proposal submission*. Instructions on how to electronically upload the **Nondiscrimination Certification** are available from the website of the Connecticut Department of Administrative Services (CT DAS), "Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online": **The Vendor Guide** can be *found* at <http://www.ct.gov> click on Doing Business > Doing Business with the State > State Procurement > **Business Friendly Initiatives** > Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF).

For the **list of Nondiscrimination forms and descriptions** go to the **Office of Policy and Management (OPM) website**, www.ct.gov/opm, *under Featured Links* > Nondiscrimination Certification.

ARTICLE 17 Union Labor:

Attention is called to the fact that there may be construction work now being carried on at the site at which construction is contemplated being done by union labor. This fact must be kept in mind by all bidders.

ARTICLE 18 Labor Market Area:

All bidders shall have read **Sections 31-52 and 31-52a** of the **Connecticut General Statutes**, as revised. These sections relate to the **preference of State citizens** and the **preference of residents of the labor market area** in which the work under the contract is to be done and the **penalties for violations** thereof.

In order to avoid violations by the contractor and to cooperate with and assist the State in the implementation of the statutory mandates, any bidder awarded a contract with the State shall be required to provide the State with the following information:

- 18.1** The names and addresses of employees utilized by the contractor and by its subcontractors and how long each such employee has resided in Connecticut.
- 18.2** How long each employee has resided in the labor market area, as established by the State Labor Commissioner, in which the work under the contract is to be done. Labor market areas are indicated on the end of this section.
- 18.3** Within thirty (30) days after the start of work, the contractor shall submit a signed statement setting forth the procedures the contractor and its subcontractors have taken to assure that they have sought out qualified residents of the labor market area. Also, the statement shall include information as to how many persons were considered for employment and how many were actually hired. Such procedures will include, but not be limited to, obtaining names of available persons from area Employment Security Offices.
- 18.4** In the same manner as item (18.3) above, the statement shall indicate the steps taken to assure that the contractor and its subcontractors have sought out qualified residents of this State.
- 18.5** The contractor shall cooperate with and provide information to the construction supervisor or inspector of the State assigned to collect and verify the information required. The State may request that all such information be updated during the term of the contract at reasonable times.
- 18.6** All such information gathered and compiled by the State shall be forwarded to the Labor Commissioner.

18.7 Pursuant to C.G.S. § 31-52b, as revised:

"The provisions of C.G.S. § 31-52 and 31-52a shall not apply where the State or any subdivision thereof may suffer the loss of revenue granted or to be granted from any agency or department of the federal government as a result of said sections or regulative procedures pursuant thereto."

However, no exception shall be determined to be applicable unless stated in writing by the Commissioner of the Department of Construction Services

18.8 Website Link:

For guidance on the CT Department of Labor (DOL) Labor Market Areas (LMA) visit CT-DOL Website Link: <http://www1.ctdol.state.ct.us/lmi/misc/lmatowns.asp>.

END OF SECTION