

**SOUTHINGTON PUBLIC SCHOOLS**

**SOUTHINGTON, CONNECTICUT**

**LEGAL NOTICE**

**INVITATION TO BID**

The Southington Board of Education is accepting bids for

**KAREN SMITH ACADEMY PAVING PROJECT**

**BID- 2024-09**

**A Mandatory Walk Through is required for this bid.**

SEALED, MARKED BIDS will be accepted by the Purchasing Department in the Municipal Center Building located at 200 North Main Street, Southington, Connecticut until:

**2:00 p.m. on Tuesday, November 21, 2023**

**(Please note that U.S. mail delivery to our location occurs late in the day and delivery on the day of the bid opening should not be relied upon)**

at which time all submitted bids will be publicly opened and read.

Bids must be submitted on the forms and in the manner specified.

Bid forms and specifications may be obtained from the Southington Public Schools' website:

[www.SouthingtonSchools.org](http://www.SouthingtonSchools.org)

Central Office

Purchasing Department

Bids and RFP Invitations

Sealed Bid envelopes should be returned to the address below with the bid number clearly marked on the outside of the envelope.

Purchasing Office  
Board of Education  
200 North Main Street  
Southington, CT 06489  
**BID 2024-09**

Kyle Fickel  
Accounting Manager  
(860) 628-3200 x10216

### **BID Summary**

Southington Public Schools is soliciting bids for paving work at the Karen Smith Academy, located at 242 Main Street Southington CT 06489. An overview of the work includes ± 6,767 sf of (1) course of bituminous paving (Class 2) at the rear of the school. The existing conditions include both paving that is in poor condition and process stone. The intent of the project is to provide a useable area for the school staff for foot traffic as a playground for the next 5 years. Vehicular traffic will be limited.

- Bid Release Date- Friday, November 03, 2023
- Bidding Questions Due- Tuesday, November 14, 2023 by 4:00pm
- Bidding Questions Answered- Wednesday, November 15, 2023 by 4:00pm
- Sealed Bids Due- Tuesday, November 21, 2023 2:00pm

### **Scope of Work**

- Protect existing surfaces.
- Remove all loose debris from the area to be paved.
- Cut a keyway where new pavement will match the existing pavement and concrete slabs.
- Install gravel as needed.
- Fine grade gravel as necessary.
- Treat any existing pavement to remain with tack coat emulsion.
- Furnish and install approximately 6,767 square feet of 2" thick bituminous pavement overlay using Class 2 bituminous material.
- Roll bituminous pavement for proper compaction.
- Bituminous pavement is to be pitched away from the building.
- Final cleaning of all existing surfaces that may get soiled.
- Line striping will be by other.

### **Mandatory Walk Through:**

A mandatory walk through with the Director of Operations is required for this bid. Please contact Ms. Erika Pocock in the Operations Department to schedule an appointment. She may be reached at (860) 628-3200 x10206 between 8:00am and 4:30pm.

The Board of Education reserves the right to accept or reject this bid in part or in whole.

## BID DIRECTIONS

Bids to be considered must be presented on the sheets provided within this bid. Additional information sheets may be attached. All entries must be typed or entered in ink. Pencil entries may be cause for rejection of the bid.

No bidder may withdraw his bid for a period of 45 days after the opening date. Prices must hold for the length of the bid.

<b>No</b>	Bid bond is required with this bid	See Part II Page 3 – Item 30
<b>Yes</b>	Proof of insurance is required with this bid	See Part II Page 3 – Item 31, 32 and 33
<b>No</b>	Performance bond will be required by successful bidder	See Part II Page 3 - Item 34
<b>No</b>	Prevailing Wage Project	See Part II Page 4 – Item 45
<b>No</b>	Samples required with this bid	See Part II Page 1 - Item 16
<b>Yes</b>	References are required with this bid.	See Part II Page 2 – Item 28 and See Part I Page 3
<b>Yes</b>	Workplace Analysis must be returned with this bid	See Part II Page 12
<b>No</b>	Descriptive literature and item(s) specifications must be submitted with bid	N/A
<b>Yes</b>	Non-collusive bid statement must be submitted with bid	See Part I Page 4
<b>Yes</b>	IRS Form W-9 (Rev. 10-2018) – <b>All Vendors no exceptions</b>	See Part II, Pages 15 Complete and Return Page 15 with Sealed Bid

**BID SHEET – REQUIRED BID PRICING:**

**Vendor Name:** \_\_\_\_\_

**Bid Price to complete Scope of Work on Page 1:** \_\_\_\_\_

**BID SHEET – REQUIRED VENDOR INFORMATION**

**Three Customer References**

Please provide three references related to work performed by your firm similar in scope to the work required by this bid:

1	Name	
	Address	
	Contact Name and Phone #	

2	Name	
	Address	
	Contact Name and Phone #	

3	Name	
	Address	
	Contact Name and Phone #	

**BID SHEET**

By submitting this bid, bidder agrees to all of the provisions and conditions contained herein **Part I** pages 1 through 4 and **Part II** pages 1 through 15.

The Board of Education reserves the option to extend any contract or award developed under this bid, under the same terms and conditions, for a period not to exceed the length of the original award, if agreeable to both parties.

**NON COLLUSIVE BID STATEMENT**

The undersigned bidder, having fully informed himself regarding the accuracy of the statements made herein, certifies that:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition, and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid and will not be communicated to any such person prior to the official opening of the bid.

The undersigned bidder further certifies that this statement is executed for the purpose of inducing the Board of Education to consider the bid and make an award in accordance therewith.

**I have checked the website for any posted Addenda. The Bid Price includes the Scope with any Addenda.**

YES \_\_\_\_\_ NO \_\_\_\_\_ N/A \_\_\_\_\_

Legal Name of Business	
Taxpayer SS# or Business EIN#	
Business Street Address	
City	
State, Zip	
Office Phone	
Fax	
Email address	
Person Authorized to Sign for Company	
Signature of Authorized Person	
Date	

BID TERMS AND CONDITIONS

1. All bids submitted must be in SEALED ENVELOPES and must be notated with the BID NUMBER on the face of the envelope. Amendments to or withdrawal of any section of the submitted bid received later than the time and date set for the bid opening will not be considered. Bids received later than the time and date specified will not be considered. For the purpose of bid receipts, the official time piece will be the time/date stamp unit located in the Purchasing Office, 200 North Main Street, Room 7, Southington, Connecticut.
2. All bid prices must include prepaid delivery, assembly and/or installation (ready for operation and/or use) of all equipment and/or materials to the individual location(s) as designated by the Accounting Manager. All bid prices are to be submitted on the sheets provided on this bid. Quantities and pricing are to be listed in accordance with these sheets.
3. Addenda will be listed on this website. It is the responsibility of the vendor to check the website for such addenda prior to submission of any proposal. Failure to sign any addendum relating to the bid of interest may disqualify submitted bids and/or proposals.
4. Replies submitted, whether a bid or no bid, must have the bid number clearly marked on the outside of the envelope. Bidders not marking the envelopes will have no recourse against any Board of Education member and/or its employees, or Town of Southington member and/or its employees.
5. Any alleged oral agreement made by a bidder or contractor with any agency or employee of the Southington Public Schools will be disregarded.
6. Request for interpretation of any portion of the bid may be made by telephone to the Board of Education Purchasing Office at (860) 628-3200. All replies will be given verbally and then posted on the website as an addendum (if deemed vital to the bid by the Accounting Manager).
7. The Southington Public School System and the Town of Southington are exempt from the payment of taxes imposed by Federal Government and/or the State of Connecticut. Such taxes should not be included in the bid price.
8. In the event of receipt of identical bids as to offerings, delivery, service, content, price, etc., the bid will be awarded in a fair and equitable manner determined by the Board of Education.
9. For bids to be considered, the **Non Collusive Bid Statement** found in Part I must be completed and submitted with the bid.
10. Bidders offering(s) under this bid must meet and be in compliance with all local, state and federal specifications, regulations and requirements in effect as of the date of the bid submittal pertaining to the work, materials, equipment or items requested in the bid.
11. The successful bidder, vendor and/or contractor must protect all property of the Board of Education (i.e. all floors, furniture, grass, land, etc.) from injury or other damage. Any damage so caused must be repaired by contractor/vendor at his/her own expense.
12. At the completion of the work, the vendor and/or contractor must remove from the premises all surplus materials and all debris created by him. This removal will be completed at the contractor's expense. The premises must be left in a clean and finished condition acceptable to the owner or its agents.
13. Default - It shall be understood that a bidder supplying equipment and/or supplies will be considered to be in default if/when he/she has not delivered the item(s) within the time constraints listed in this document. Bidders providing a service and/or construction will be considered to be in default if/when they have failed to meet the completion date set forth in this document and/or they have ceased work on the project for a period of fifteen (15) working days cumulative or consecutive.
14. Expenses incurred by the owner due to the contractor or vendor failing to complete the job or failing to deliver in the required time frame, or failing to adhere to the bid requirements and specifications will be charged to the contractor or vendor.
15. The successful bidder agrees to indemnify and hold harmless the Board of Education, its employees, the Town of Southington and its employees from any and all liability arising out of the successful bidders' operations and functions and/or supplied items.
16. Samples that are forwarded by the bidder will be returned to the bidder at his request and at his expense. Samples not returned to the bidder will be disposed of at the discretion of the Board of Education or its designated representative. Large pieces of equipment submitted for evaluation and inspection are to be picked up by the bidder within thirty (30) days of bid opening date. Items not picked up within thirty (30) days of bid opening will be disposed of by the Board of Education or its designated agent.

BID TERMS AND CONDITIONS - continued

17. Any and all references to trade names, types, styles, model numbers, stock numbers or catalogs are intended to be descriptive only and not restrictive. The intention is to indicate to bidders the type and quality of the articles and/or materials that will be satisfactory. When reviewing the information given, it is the responsibility of the prospective bidder to inform the Board of Education of any discrepancy that is found (i.e. number listed does not fit the item description). Bids received on other makes or models with reference to other catalogs will be considered. The bidder is to clearly state in his bid, exactly what he intends to furnish and to furnish with his bid a cut or illustration or other descriptive matter that will clearly indicate and give specification as to the product he proposes to furnish. Where a bid is offered on an item other than the trade standard used in the specification the item should be identified on the bid form by entering the **MAKE, TRADE NAME AND MODEL** number. It is understood that any substitutes and/or alternates that might be offered are guaranteed by the bidder to be of equal or better quality than is referenced in the bid. The item (s) offered must be equivalent as to function, basic design type and quality of material, method, of construction and any required dimensions. It shall be further understood that during original as well as subsequent shipments spot checks will be performed. Units offered shall be new. Bidders are cautioned that rebuilt, remanufactured, trade-ins, surplus, seconds, factory rejects floor samples, close-outs or distressed items are not acceptable and shipment of substitutions, defective or shop-worn equipment will be returned for a full refund, including shipping and/or freight charges, at the vendor's expense.
18. The quantities and/or materials listed in the specifications/bid sheets may be increased or decreased by the Board of Education or its designated representative based on actual need at the time the orders are placed.
19. The Board of Education or its designated representative reserves the right to reject any proposal in whole or part offering equipment and/or materials and/or services that in their opinion does not meet the quality standards desired. Such decision will be considered final and not subject to further recourse by the bidder.
20. The Board of Education or its designated agent reserves the right to award or reject by item, or part thereof, groups of items, or parts thereof, or all items of the bid if in his/her judgment the best interest of the Southington Public Schools and/or the Town of Southington will be served. Further, the Board of Education, or its designated agent, reserves the right to award contracts to one or more bidders submitting identical proposals as to price, to reject any and all bids in whole or in part, to waive technical defects, irregularities and omissions if, in their judgment the best interest of the school system will be served.
21. The Board of Education or its designated agent specifically reserves the right to reject any and all bids until a purchase order and/or contract has been awarded. No bidder can claim any contract rights by virtue of bidding alone. Awarding of the contract means actual written notice by letter and a properly executed purchase order to the bidder or bidders that the contract has been awarded.
22. It is the intent to award this bid by line item, however, the Board of Education reserves the right to award the bid in total if deemed by the Board of Education that the award in total would be in the best interest of the Southington Public School System. In addition, bidders should be advised that should budgetary constraints dictate, part and/or all of the items listed in this bid, including future years, may be rejected. This decision shall be considered final and not subject to recourse by the bidder.
23. The Board of Education reserves the right to discontinue service during the current term or future terms, if performance is deemed unacceptable by the Board. In the event of a multiple year award evaluation of service will be made at the end of the first year. Awards for subsequent years will be contingent on the previous year's performance.
24. In determining the lowest or highest responsible bidder, the Board of Education reserves the right to consider, in addition to price, the compatibility, quality, cost of maintenance and availability of parts, experience of the bidder, sufficiency of the resources of the bidder as relates to the offerings as well as the ability of the bidder to provide future maintenance and service.
25. **DOCUMENTS PREVIOUSLY SUBMITTED TO THE SOUTHINGTON BOARD OF EDUCATION WILL NOT BE CONSIDERED AS SATISFYING SUBMISSION REQUIREMENTS FOR THIS BID.**
26. **WHERE A BID BOND IS REQUIRED (SEE BID DIRECTIONS SHEET), IT IS TO BE SUBMITTED WITH THE BID AT THE TIME OF SUBMISSION.**
27. **INSURANCE CERTIFICATES, PERFORMANCE BONDS AND/OR PAYMENT BONDS, WHEN REQUIRED, ARE TO BE SUBMITTED BY THE SUCCESSFUL BIDDERS PRIOR TO COMMENCEMENT OF WORK.**
28. The Board of Education reserves the right to have bidders supply a minimum of three (3) references. These references must be for similar/same work.
29. The Board of Education reserves the right to request information from the bidders including, but not limited to, legal claims, worker's compensation history, and other claims for personal and property damage.

BID TERMS AND CONDITIONS - continued

30. **Bid Bond** (if required - see Bid Directions sheet) - Shall be in the amount equivalent to ten per cent (10%) of the contract made out in favor of the Board of Education and issued by a surety company acceptable to and approved by the Board of Education. A cashier's check or Treasurer's check in the same amount may be submitted in lieu of the bid bond.
31. **Proof of Insurance** (if required - see Bid Directions sheet) - The contractor shall take out and maintain during the life of this Contract adequate Workmen's Compensation Insurance for all the employees employed on said work. In case any class of employees engaged in hazardous work under the contract at the site of the work is not protected under the Workmen's Compensation statute, the contractor shall provide Workmen's Compensation Insurance for the protection of his employees not protected otherwise.
32. **Liability Insurance** (if required - see Bid Directions sheet) - Take out and maintain during the life of the contract, adequate public liability insurance insuring against liability to persons not employed by him in an amount of not less than \$1,000,000 for injuries, wrongful death to any one person and subject to the same limit for each person in an amount of not less than \$1,000,000 on amount of one accident and property damage insurance in an amount of not less than \$1,500,000.
33. **Certificate of Insurance** - Submitted must name the Southington Board of Education, 200 North Main Street, Southington, Connecticut 06489 as the certificate holder and shall be delivered to the Accounting Manager, Board of Education within fifteen (15) days of award notification.
34. **Performance Bond** (if required - see Bid Directions sheet) - The successful vendor must file a performance bond and execute the contract within fifteen (15) days from the date of award notification. Should it be necessary to start a project immediately, the performance bond in question must be in place before the project begins. The furnished bond must be in favor of the Board of Education and executed by a surety company authorized to transact business in the State of Connecticut and acceptable and approved by the Board of Education. It shall be for not less than one hundred per cent (100%) of the total contract price but in no case less than one thousand dollars (\$1,000.00).
35. **Payment Bond** (if required - see Bid Directions sheet) - The successful bidder, shall file a payment bond and execute said contract within fifteen (15) days from the date of notification of such award. Should it be necessary to start a project immediately, the payment bond in question must be in place before the project begins.
36. The Board of Education reserves the right to require successful bidders to enter into such security arrangements as are deemed necessary to protect the Board of Education property and goods.
37. **Facsimile Transmissions** – Prior to bid opening - submission of this bid or any portion of this bid and/or any documents relating to this bid by means of Facsimile Transmission (fax machine) is unacceptable and will not be considered in the bid process. After the bid opening and at the request of the Accounting Manager, or designee, data relating to the bid will be accepted via fax.
38. Successful bidder shall provide any/all additionally required non-collusion affidavits, affirmative action statements, fair employment plans and non-discrimination programs and statements as might be required by the Board of Education.
39. Executive order number 3 inclusive of all its amendments thereto relative to equal employment opportunities and implementation rules and regulations of the Department of Labor on equal employment opportunities are incorporated herein by specific reference (copy enclosed).
40. Executive order number 17 inclusive of all its amendments thereto relative to Connecticut employment services, implementation rules and regulations are incorporated herein by specific reference (copy enclosed).
41. In connection with the execution of this bid, subsequent purchase orders and/or contracts, the seller shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin.
42. The bidder agrees to obtain and pay for all work/building permits as might be required. The cost of obtaining said permits shall be included in the bid price. In addition, it shall be understood that where property lines are to be considered, bidders are to verify said lines and measurements with proper Town Officials prior to commencement of work.
43. The successful bidder shall not employ any subcontractor to fulfill any of the duties as herein specified without express, prior written approval of the Board of Education or its designated agent.
44. It is to be understood that any/all specifications and/or plans or drawings contained in or developed as a result of the bid process are and shall be presented subject to the approval of Town of Southington planning, zoning and building officials and that awards made prior to said approval are subject to cancellations.



BID TERMS AND CONDITIONS - continued

45. **Prevailing Wage** - When the State of Connecticut Prevailing Wage Rate is applicable to the bid, it is to be known by the prospective bidders that a **Certified Payroll Record** must be forwarded prior to any request and/or invoice for payment. Prospective bidders should note that when the Prevailing Rate is applicable, it shall be based on the total project cost from day one.
46. **Occupational Safety and Health Act of 1970** - Seller shall warrant that the machinery, equipment or other materials covered herein by shall, upon delivery to Southington Public Schools and/or Town of Southington, be in compliance with the standards required by the Occupational Safety and Health Act of 1970 (and all amendments thereto) as well as the standards required by comparable State and local laws, if any, for such machinery, equipment or other materials in effect at the time of such delivery.
47. **Machines and/or Equipment Lockout/Tagout** - In an effort to comply with OSHA's final rule on control of hazardous energy sources, vendors must warrant that any and all machines and/or equipment as is offered under this bid will be supplied and/or installed equipped with lockout/tagout devices as prescribed by OSHA.
48. All energy isolating devices must be designed to accept a lockout device, as required by OSHA lockout/tagout requirements, 29 C.F.R. 1910.147(c)(2)(iii). 54 Fed. Reg. 36644, 36688 (September 1, 1989). For this purpose, an **energy isolating device** is a mechanical device which physically prevents the transmission or release of energy (such as a valve), and lockout device is a device that uses a positive means, such as a lock, to hold an energy isolating device in the safe position and prevent the energizing of a machine or equipment.
49. In compliance with **Toxic Substance Control Act (PL 94-469)**, seller warrants that each and every chemical substance constituting or contained in the products sold or otherwise transferred to the Southington Public Schools and/or Town of Southington under this bid and subsequent purchase orders is not on the list of prohibited chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to the **Toxic Substance Control Act (PL 94-469)** (and all amendments thereto) and are otherwise in compliance with said Act.
50. **Hazardous Materials** - Any materials required by this bid and subsequent purchase orders that are hazardous under federal, state or local statute, ordinance, regulation or agency order will be packaged, labeled, marked and shipped by the seller to comply with all federal, state and local regulations then in effect including but not limited to the provisions of the Hazardous Materials Transportation Act and Regulations promulgated thereunder and will further comply with any special requirements and any policies and procedures of the Southington Public Schools and/or Town of Southington relating to the purchase of hazardous materials as might be noted on subsequent purchase orders or otherwise communicated to seller in writing.
51. **Material Safety Data Sheets** - shall be provided by seller upon delivery to Southington Public Schools and/or Town of Southington of any goods having constituents listed in the following references:  
OSHA 1910 Subpart Z  
ACHIG Current Threshold Values  
DOT HazMat Table 49  
IARC Carcinogen List  
National Toxicology Program Carcinogen List  
Radioactive Materials
52. These Material Safety Data Sheets must be consistent with and include information required by the OSHA Hazard Communication Standard published as 29 CFR 1910.1200, as the same may be amended or supplemented from time to time.
53. **Asbestos** - Bidders are advised that asbestos-containing material has been located in the boiler rooms, pipe tunnels, storage areas and various locations of the school buildings. Before proceeding on any contractual work on school buildings or their interior, it is mandatory that bidders familiarize themselves with the asbestos-containing material and that this said material be considered as a health hazard and all precautionary measures according to the Ahera Rules and Regulations be observed. A copy of the Asbestos Management plan that contains location of said material may be obtained at the office of the Building and Grounds Supervisor, JV Pyne Center, 240 Main Street Rear, Southington, Connecticut 06489, or from the office of the principal of the building at which the work is to be performed. It is the bidder's responsibility to notify all employees and/or subcontractors of this notification.
54. Bidders hereby agree that any award resulting from this bid will be extended to any/all departments and agencies of the Town of Southington and that the successful vendor shall invoice said town agency and/or department separately.
55. The successful vendors are hereby advised that any measurements/sizes given in this bid are representative only. Bidders are to establish exact measurements/sizes for themselves. Bidders will have no recourse for bids presented based on inaccurate measurements/sizes.

BID TERMS AND CONDITIONS - continued

- 56. **CONFINED SPACES:** Bidders are advised that **Confined Spaces**, as defined by OSHA have been identified throughout the School System. It is the responsibility of bidders to familiarize themselves with the locations of these **Identified Confined Spaces** within the building where work is to be performed by the bidder. A list of these **Confined Spaces** is available in the office of the Building and Grounds Supervisor and in the office of the Principal at each site. Responsibility for notification of the bidders' employees rests with the bidder. Bidders will assume the responsibility of all necessary functions as specified by OSHA for entrance or work in **Confined Space**: 1) Danger Area; 2) Permit Only Area. This is to include all necessary air testing safety equipment and employee training.
- 57. Effective July 1, 2016, Connecticut Public Act 16-67 included new requirements regarding background checks for new school employees. Section 2 of Public Act 16-67 also applies many of these requirements to contractors. Contractors must require any employee of the contractor who would be in a position involving direct student contact to submit the information and authorization required by Public Act 16-67. The contractor must provide boards of education with information about any findings regarding abuse, neglect or sexual misconduct. The board will then determine whether that employee of the contractor may work in a position involving direct student contact. Public Act 16-67 can be viewed at <https://www.cga.ct.gov/2016/ACT/pa/2016PA-00067-R00HB-05400-PA.htm>.
- 58. The terms and contents of these general bid terms and conditions are made part of this bid.

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**STATE OF CONNECTICUT  
BY HIS EXCELLENCY  
THOMAS J. MESKILL  
GOVERNOR**

**EXECUTIVE ORDER NUMBER THREE**

WHEREAS, sections 4-6ld(b) and 4-114a of the 1969 supplement to the general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services, and

WHEREAS, section 4-6le(c) of the 1969 supplement to the general statutes requires the labor department to encourage and enforce compliance with this policy by both employers and labor unions, and to promote equal employment opportunities, and

WHEREAS the government of this state recognizes the duty and desirability of its leadership in providing equal employment opportunity, by implementing these laws,

NOW THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under section twelve of article fourth of the constitution of the state, as supplemented by section 3-1 of the general statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

**I**

The labor commissioner shall be responsible for the administration of this Order and shall adopt such regulations as he deems necessary and appropriate to achieve the purposes of this order. Upon the promulgation of this Order, the commissioner of finance and control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order and that such contract or subcontract may be canceled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to such contract or subcontracts.

**II**

Each contractor having a contract containing the provisions prescribed in section 4-114a of the 1969 supplement to the general statutes, shall file and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner, as may be directed. Such reports shall be filed within such times and shall contain such information as to employment policies and statistics of the contractor and each subcontractors and shall be in such form as the labor commissioner may prescribe. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order or any preceding similar Orders and in that event to submit on behalf of themselves and their proposed subcontractors compliance reports prior to or as an initial part of their bid or negotiation of a contract.

**III**

Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor organization or employment agency as defined in section 31.122 of the general statute, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner, as may be directed, by such organization or agency, signed by an authorized office or agent of such organization or agency, with supporting information, to the effect that the signer's practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representations and upgrading, do not discriminate on the grounds of race, color, religious creed, age, sex or national origin, or ancestry of any individual, and that the signer will either affirmatively cooperate in the implementation of the policy and provisions of this Order, or that it consents and agrees, that recruitment, employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order.

#### IV

The labor commissioner may by regulation exempt certain classes of contracts, subcontracts or purchase orders from the implementation of this Order, for standard commercial supplies or raw materials for less than specified amounts of money or numbers of workers or for subcontractors below a specified tier. The labor commissioner may also provide by regulation for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the state contract, provided only that such exemption will not interfere with or impede the implementation of this Order, and provided further, that in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.

#### V

Each contracting agency shall be primarily responsible for obtaining compliance with the regulations of the labor commissioner with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the regulations of the labor commissioner in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the regulations of the labor commissioner issued pursuant to this Order. They are directed to cooperate with the labor commissioner and to furnish the labor commissioner such information and assistance as he may require in the performance of his functions under this order. They are further directed to appoint or designate from among the personnel of each agency, compliance officers, whose duty shall be to seek compliance with the objectives of this Order by conference, conciliation, mediation or persuasion.

#### VI

The labor commissioner may investigate the employment practices and procedures of any state contractor or subcontractor and the practices and policies of any labor organization or employment agency hereinabove described, relating to employment under the state contract, as concerns nondiscrimination by such organization or agency as hereinabove described or the labor commissioner may initiate such investigation by the appropriate contract agency, to determine whether or not the contractual provisions hereinabove specified or statutes of the state respecting them have been violated. Such investigation shall be conducted in accordance with the procedures established by the labor commissioner and the investigating agency shall report to the labor commissioner any action taken or recommended.

#### VII

The labor commissioner shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a state contractor or subcontractor or members or applicants for membership or apprenticeship or training in a labor organization or employment agency hereinabove described, which allege discrimination contrary to the contractual provisions specified hereinabove or state statutes requiring nondiscrimination in employment opportunity. If this investigation is conducted for the labor commissioner by a contracting agency, that agency shall report to the labor commissioner what action has been taken or is recommended with regard to such complaints.

#### VIII

The labor commissioner shall use his best efforts, directly and through contracting agencies, other interested federal, state and local agencies, contractors and all other available instrumentalities including the commission on human rights and opportunities the executive committee on human rights and opportunities and the apprenticeship council under its mandate to provide advice and counsel to the labor commissioner in providing equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers, in accordance with section 31-51(d) of the 1969 supplement to the general statutes, to cause any labor organization or any employment agency whose members are engaged in work under government contracts or referring workers or providing or supervising apprenticeship or training for or in the course of work under a state contract or subcontract to cooperate in the implementation of the purposes of this Order. The labor commissioner shall in appropriate cases notify the commission on human rights and opportunities or other appropriate state or federal agencies whenever it has reason to believe that the practices of any such organization or agency violate equal employment opportunity requirements of state or federal law.

#### IX

The labor commissioner or any agency officer or employee in the executive branch designated by regulation of the labor commissioner may hold such hearings, public or private as the labor commissioner may deem, advisable for compliance, enforcement or educational purposes under this Order.

#### X

(a) The labor commissioner may hold or cause to be held hearings, prior to imposing ordering or recommending the imposition of penalties and sanctions under this Order. No order for disbarment of any contractor from further state contracts shall be made without affording the contractor an opportunity for a hearing. In accordance with such regulations as the labor commissioner may adopt, the commissioner or

the appropriate contracting agency may

1. Publish or cause to be published the names of contractors or labor organizations or employment agencies as hereinabove described which it has concluded have complied or failed to comply with the provisions of this Order or the regulations of the labor commissioner in implementing this Order.
2. Recommend to the commission on human rights and opportunities that in cases in which there is substantial or material violation or threat thereof of the contractual provision or related state statutes concerned herein, appropriate proceedings be brought to enforce them, including proceedings by the commission on its own motion under chapter 563 of the general statutes and the enjoining, within the limitations of applicable law, of organizations individuals or groups who prevent directly or indirectly or seek to prevent directly or indirectly compliance with the provisions of this order.
3. Recommend that criminal proceedings be brought under chapter 939 of the general statutes.
4. Cancel, terminate, suspend or cause to be canceled, terminated, or suspended in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be canceled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.
5. Provide that any contracting agency shall refrain from entering into any further contracts or extensions or modifications of existing contracts with any contractor until he has satisfied the labor commissioner that he has established and will carry out personnel and employment policies compliant with this Order.
6. Under regulations prescribed by the labor commissioner each contracting agency shall make reasonable effort within a reasonable period of time to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation or persuasion, before other proceedings shall be instituted under this Order or before a state contract shall be canceled or terminated in whole or in part for failure of the contractor or subcontractor to comply with the contract provisions of state statute and this Order.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the labor commissioner or pursuant to his regulations shall promptly notify him of such action. Whenever the labor commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency and other interested federal, state and local agencies of the action recommended. The state and local agency or agencies shall take such action and shall report the results thereof to the labor commissioner within such time as he shall specify.

#### **XI**

If the labor commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order, or submits a program for compliance acceptable to the labor commissioner, or if the labor commissioner so authorizes, to the contracting agency.

#### **XII**

Whenever a contracting agency cancels or terminates a contract, or a contractor has been disbarred from further government contracts because of noncompliance with the contract provisions with regard to nondiscrimination, the labor commissioner or the contracting agency shall rescind such disbarment upon the satisfaction of the labor commissioner that the contractor has purged himself of such noncompliance and will thenceforth carry out personnel and employment policies of nondiscrimination in compliance with the provision of this Order.

#### **XIII**

The labor commissioner may delegate to any officer, agency or employee in the executive branch any function or duty of the labor commissioner under this Order except authority to promulgate regulations of a general nature.

#### **XIV**

This Executive Order supplements the Executive Order issued on September 28, 1967. All regulations, orders, instructions, designations and other directives issued heretofore in these promises including those issued by the heads of various departments or agencies under or pursuant to prior order or statute, shall remain in full force and effect, unless and until revoked or superseded by appropriate authority, to the extent that they are not inconsistent with this Order.

This Order shall become effective thirty days after the date of this Order.

Dated at Hartford, Connecticut, this 16th day of June, 1971.

**GUIDELINES AND RULES  
OF STATE LABOR COMMISSIONER  
IMPLEMENTING GOVERNOR'S EXECUTIVE  
ORDER NO. THREE**

**SEC. 1 PERSONS AND FIRMS SUBJECT TO EXECUTIVE ORDER NO. THREE AND GUIDELINES AND RULES**

a. Every contractor or subcontractor as defined in Sec. 2 hereof, supplier of goods or services, vendor, bidder and prospective contractor or subcontractor, having ten or more employees as defined in Sec. 3 of these Guidelines, having or entering into or bidding to enter into any type of contractual relationship with the State of Connecticut or any of its agencies, boards, commissions, departments or officers, and if the consideration, cost, subject matter or value of the goods or services exceeds \$5,000.00 shall be subject to the Governor's Executive Order No. Three and these Guidelines and Rules.

b. A copy of the Governor's Executive Order No. Three and of these Guidelines and Rules shall be available to each said contractor, subcontractor, supplier, vendor, bidder and prospective contractor and subcontractor and the said Executive Order No. Three and these Guidelines and Rules shall be incorporated by reference and made a part of the contract, purchase order, agreement or document concerned. A copy of the Executive Order and of these Guidelines and Rules shall be furnished to a contracting party or bidder on request.

c. All persons, partnerships, associations, firms, corporations and other entities having less than ten employees as defined in Sec. 3 at the time of the bid and execution of the contract and continuing through the performance of the contract are exempt from the provisions of the said Executive Order and these Guidelines and Rules. All contracts, subcontracts, purchase orders and agreements wherein the consideration is \$5,000.00 or less shall be exempt from Executive Order No. Three and from these Guidelines and Rules.

**SEC. 2 SUBCONTRACTORS**

As used herein, subcontractors are persons, partnerships, associations, firms or corporations or other entities having contractual relationship with a contractor who in turn has a contract with the State of Connecticut or any of its agencies, boards, commissions or departments. Subcontractors below this tier are exempt from the Executive Order and from these Guidelines and Rules.

**SEC. 3 EMPLOYEES**

As used herein, employees are persons working full or part-time irrespective of personnel classification whose wages, salaries or earnings are subject to the Federal Insurance Contribution Act and/or to Federal Withholding Tax as a matter of law (whether in fact or not any actual withholding occurs in a given case), in an employee-employer relationship at the time of bid, contract execution or offer or acceptance and/or during any time thereafter during the existence of the performance period of the contract to the conclusion thereof.

**SEC. 4 REPORTS**

a. Prior to the execution of the contract or prior to acceptance of a bid, as the case may be, the contractor, subcontractor, bidder or vendor shall file a report with the State Labor Commissioner, which report shall be complete and contain all of the information therein prescribed. The report shall be on form E.O. 3-1, a facsimile of which is attached hereto and made a part hereof, or in lieu thereof the contractor, subcontractor, bidder or vendor shall submit a detailed report containing all of the information required in Form E.O. 3-1.

b. The Labor Commissioner may require the filing of additional reports prior to final payment or prior to any renewal or extension of the contract and during the duration of the contract at such times as the Commissioner may, in his discretion, from time to time deem necessary. The Labor Commissioner may require the filing of additional information or reports and the contractor, subcontractor, bidder or vendor shall furnish said information or reports within the times prescribed by the Labor Commissioner.

c. The Labor Commissioner may, at his discretion, also require timely statistical reports on the number of minority employees or to be employed in the performance of the contract and the Labor Commissioner may define such minority groups or persons.

d. Reports filed pursuant to these Guidelines and Rules in implementation of Executive Order No. Three are not public records subject to public inspection, but may be inspected only by federal and state officials having jurisdiction and authority to investigate matters of this type. All federal and state agencies empowered by law to investigate matters relating to Executive Order No. Three shall have access to these reports for inspection or copying during regular business hours.

e. Any person who willfully, wantonly or through negligence destroys or permits to be destroyed, alters or allows to be altered after filing, any reports submitted in compliance herewith shall be subject to penalties as prescribed by law.

**SEC 5. MANDATORY CLAUSES IN DOCUMENTS**

a. All contracts shall contain the following provisions verbatim:

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be canceled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The (contractor), (subcontractor), (bidder), (vendor) agrees, as part consideration hereof, that this (order) (contract) is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

These provisions are in addition to and not in lieu of other clauses required by law.

a. N.B. The above paragraphs contain requirements additional to those set forth in July 16, 1972 directive to state agencies.

b. Every purchase order or like form submitted by a vendor or bidder, as applicable shall contain the following clause verbatim:

Vendor agrees, as part of the consideration hereof, that this order is subject to the provisions of Executive Order No. Three and the Guidelines and Rules issued by the Labor Commissioner implementing said Order as to nondiscrimination and vendor agrees to comply therewith.

c. Where preprinted contract forms have been prescribed by federal authority and the rules of the federal agency prohibit the alteration thereof, the compliance officer of the State agency concerned shall submit to the Labor Commissioner a suggested short form or addendum acceptable to the federal agency, and in such cases, after approval by the Labor Commissioner, said clause may be substituted.

**SEC. 6 COOPERATION OF STATE AGENCIES, BOARDS AND COMMISSIONS**

Every agency, board, commission and department of the State of Connecticut shall cooperate with the Labor Commissioner in the implementation of Executive Order No. Three and shall furnish such information and assistance as the Labor Commissioner may from time to time request.

**SEC. 7 INVESTIGATIONS, COMPLAINTS**

The Labor Commissioner may initiate an investigation upon receipt of a complaint alleging discrimination. The Labor Commissioner may request that an investigation be conducted by the State agency which is the party to the contract in question. Investigations shall be conducted in accordance with acceptable legal standards, safeguarding the rights of all parties involved and obtaining all of the relevant facts necessary for a complete determination of the issues. If the Labor Commissioner is not satisfied with the investigation or any part thereof he may order it to continue or to proceed further.

**SEC. 8 HEARINGS**

The Labor Commissioner or officers designated by the heads of the State Agencies, boards and commissions may conduct hearings on complaints filed. Hearings shall be held only after a report of the complaint has been filed with the Labor Commissioner and after a hearing on the complaint has been authorized or directed by the Labor Commissioner. Hearings shall be conducted in accordance with the acceptable principals of administrative law. All parties shall be afforded the opportunity to a full, fair, impartial and complete hearing, the opportunity to examine and cross examine witnesses and to be present at all sessions of the hearing. If any party is vulnerable to a charge of a violation of the law, he shall be afforded the opportunity to procure counsel who may be present at the hearing.

**SEC. 9 EQUAL EMPLOYMENT OPPORTUNITIES**

All State contracting agencies, employers and labor unions shall use their best efforts to provide equal employment

opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers in accordance with section 31-51(d) of the General Statutes.

**SEC. 10 DUTIES OF CONTRACTING AGENCIES**

All State contracting agencies shall be responsible for compliance with said Executive Order and with all state and federal laws relating to equal employment opportunities. All contracting agencies conducting investigations for the Labor Commissioner pursuant to Executive Order No. Three and these Guidelines and Rules shall report to the Labor Commissioner the action taken or recommended with regard to each complaint filed. Each officer of the executive department, every commissioner and each executive head of each State agency, board and commission in the executive branch of the State government is expected to assume the responsibility of seeing to complete compliance with the Governor's Executive Order No. Three and shall forthwith take steps to assure and guarantee that there shall be no discrimination within their departments, agencies, boards or commissions in the performance of any state contract or subcontract on the basis of race, creed, color, sex, age, national origin or national ancestry, or in any way in violation of any state or federal law relating thereto.

BY VIRTUE OF THE AUTHORITY VESTED IN ME PURSUANT TO EXECUTIVE ORDER NO. THREE EFFECTIVE JULY 16, 1971, AND THE GENERAL STATUTES OF CONNECTICUT.

Dated at Wethersfield, Connecticut this 19th day of November, 1971.

Jack A. Fusari

**CONNECTICUT STATE DEPARTMENT OF EDUCATION  
AFFIRMATIVE ACTION PACKET**

The State Department of Education (SDE) is committed to Equal Opportunity and Affirmative Action and will not knowingly do business with any grantees, bidders, contractors, subcontractors or suppliers of materials who engage in acts of unlawful discrimination. In accordance with Administration Regulations Sections 46a-68-31 through 46a-68-74 "Affirmative Action By State Government" and 4a-60 through 4a-60a and 46a-68c through 46a-68k "Contract Compliance" as administered by the Commission on Human Rights and Opportunities (CHRO), the SDE encourages grantees, bidders, contractors, subcontractors and suppliers of materials to develop and implement Affirmative Action Plans.

Contractors with 50 or more employees and contract awards that total **\$4,000** or more for leases, rental and personal service agreements are required to have or develop a written Affirmative Action Plan addressing any identified under utilization of minorities and women. Further, contractors with fewer than 50 employees regardless of contract amount or contractors with 50 or more employees with a total contract amount of less than \$4,000 for leases, rental and personal service agreements are required, at a minimum, to develop a written Affirmative Action Policy Statement.

In accordance with CHRO Regulations concerning contract compliance procedures for state agencies, this packet was prepared to assist all bidders for contractual services to comply with legally mandated application procedures. **All contractors and grantees must read and complete the appended forms where appropriate, and submit their Affirmative Action Policy Statement and Plan where appropriate.**

**The following are appended hereto:**

1. **Commission on Human Rights and Opportunities Contract Compliance Regulations and Notification to Bidders:** Makes prospective contractors and grantees aware of the State Department of Education's obligation to ensure that prospective contractors and grantees qualify pursuant to contract compliance requirements. ***(Contractor/Grantee must complete).***
2. **Workforce Analysis:** A comprehensive inventory of all employees by race, sex, job title and occupational category ***(Contractor/Grantee must complete).***
3. **Definitions for Workforce Analysis:** Race/Ethnic identification and description of job categories to assist in the completion of workforce analysis.
4. **Standard Statement of Assurances:** ***(Grantee must complete to apply for grants).***
5. **Contractor's Minority Business Enterprises Utilization Form:** ***(Contractor/Grantee must complete when an MBE or WBE is engaged in a subcontract).***
6. **Affidavit/Certificate of Corporation:** ***(Contractor/Grantee must complete only when an MBE or WBE that is not registered with the Department of Economic Development is engaged as a subcontractor and the Contractor/Grantee wish to receive credit for such pursuant to regulations).***
7. **Sample Affirmative Action Policy Statement:** Contractor/Grantee may use this as an example or may use it as their statement by placing it on their letterhead.

Please submit the completed forms along with your proposal or bid to the person or office identified in the request for proposal.

Affirmative Action Office  
State Department of Education  
566-7619

(Rev 6/99)



**CONNECTICUT COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES  
WORKFORCE ANALYSIS**

Contractor Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Total number of CT employees:  
Full-time \_\_\_\_\_ Part time \_\_\_\_\_

Complete the following Analysis for employees of Connecticut work sites who are:

Job Categories	Overall Totals (sum of all Cols. Male and Female)	White (not of Hispanic Origin)		Black (not of Hispanic Origin)		Hispanic		Asian or Pacific Islander		American Indian or Alaskan Native		People with Disabilities	
		male	female	male	female	male	female	male	female	male	female	male	female
officials and managers													
professionals													
technicians													
paraprofessional													
sales worker													
office & clerical													
craft workers (skilled)													
operatives (semi skilled)													
service workers													
totals above													
totals one year ago													

**FORMAL, ON-THE-JOB TRAINEES (Enter figures for the same categories as are shown above)**

apprentices													
trainees													

EMPLOYMENT FIGURES WERE OBTAINED FROM VISUAL CHECK: \_\_\_\_\_ EMPLOYMENT RECORDS: \_\_\_\_\_ OTHER: \_\_\_\_\_

- Have you successfully implemented an Affirmative Action Plan? Yes: \_\_\_\_\_ Date of implementation \_\_\_\_\_  
Not Applicable: \_\_\_\_\_ Explain:  
a. Please submit a summary of your Affirmative Action Plan.
- Have you successfully developed an apprenticeship program complying with Sec. 46a-68-17 of the Connecticut Department of Labor Regulations, inclusive? Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable \_\_\_\_\_ Explanation:
- According to EEO-1 data, is the composition of your workforce at or near parity when compared with the race and gender composition of the workforce in the relevant labor market area? Yes \_\_\_\_\_ No \_\_\_\_\_ Explanation:
- If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises? Yes \_\_\_\_\_ No \_\_\_\_\_ Explanation:

\_\_\_\_\_  
Contractor's Authorized Signature

\_\_\_\_\_  
Date

{WFA 6/99}

**STATE OF CONNECTICUT**

**BY HIS EXCELLENCY**

**THOMAS J. MESKILL  
GOVERNOR**

**EXECUTIVE ORDER NUMBER SEVENTEEN**

**WHEREAS**, Section 31-237 of the General Statutes of Connecticut as amended requires the maintaining of the established free services of the Connecticut State Employment Service to both employers and prospective employees and

**WHEREAS**, Section 31-5 of the General Statutes of Connecticut requires that no compensation or fee shall be charged or received directly or indirectly for the services of the Connecticut State Employment Service and

**WHEREAS**, large numbers of our citizens who have served in the Armed Forces of our nation are returning to civilian life in our state and seeking employment in civilian occupations and

**WHEREAS**, we owe a duty as well as gratitude to these returning veterans including the duty to find suitable employment for them and

**WHEREAS**, many of our handicapped citizens are fully capable of employment and are entitled to be placed in suitable employment and

**WHEREAS**, many of the citizens of our state who are unemployed are unaware of the job openings and employment opportunities which do in fact exist in our state and

**WHEREAS**, notwithstanding the free services of the Connecticut State Employment Service, many of our Connecticut employers do not use its free service or do not avail themselves fully of all of the services offered,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under the fourth article of the Constitution of the State and in accordance with Section 3-1 of the General Statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

**I**

The labor Commissioner shall be responsible for the administration of this Order and shall do all acts necessary and appropriate to achieve its purpose. Upon promulgation of this Order, the Commissioner of Finance and Control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be canceled, terminated or suspended by the Labor Commissioner for violation of or noncompliance with this Order, notwithstanding that the Labor Commissioner is not a party to such contract or subcontracts.

**II**

Every contractor and subcontractor having a contract with the state or any of its agencies, boards, commissions, or departments, every individual partnership, corporation, or business entity having business with the state or who or which seeks to do business with the state, and every bidder or prospective bidder who submits a bid or replies to an invitation to bid on any state contract shall list all employment openings with the office of the Connecticut Employment Service in the area where the work is to be performed or where the services are to be rendered.

**III**

All state contracts shall contain a clause which shall be a condition of the contract that the contractor and any subcontractor holding a contract directly under the contractor shall list all employment openings with the Connecticut State Employment Service. The Labor Commissioner may allow exceptions to listings of employment openings which the contractor proposes to fill from within its organization from employees on the rolls of the contractor on the date of publication of the invitation to bid or the date on which the public announcement was published or promulgated advising of the program concerned.

**IV**

Each contracting agency of the state shall be primarily responsible for obtaining compliance with this Executive Order. Each contracting agency shall appoint or designate from among its personnel one or more persons who shall be responsible for compliance with the objectives of this Order.

**V**

The Labor Commissioner shall be and is hereby empowered to inspect the books, records, payroll and personnel data of each individual or business entity subject to this Executive Order and may hold hearings or conferences, formal or informal, in pursuance of the duties and responsibilities hereunto designated to the Labor Commissioner.

**VI**

The Labor Commissioner or any agency officer or employee in the executive branch designated by regulation of the Labor Commissioner may hold such hearings, public or private, as the Labor Commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

**VII**

(a) The Labor Commissioner may hold or cause to be held hearings, prior to imposing, ordering or recommending the imposition of penalties and sanctions under this Order. In accordance herewith, the Commissioner or the appropriate contracting agency may suspend, cancel, terminate, or cause to be suspended, canceled, or terminated in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the listing provisions of the contract. Contracts may be canceled, terminated, suspended absolutely or their continuance conditioned upon and program for future compliance approved by the contracting agency.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the Labor Commissioner shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall report the results to the Labor Commissioner promptly.

**VIII**

If the Labor Commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order.

This Order shall become effective sixty days after the date of this Order.

Dated at Hartford, Connecticut, this 15th day of February, 1973.

