

SECTION 5

CONTRACT PROVISIONS FOR STATE-FUNDED PROJECTS

Rev. 10/25/93, Express Request Doc. #1010

REQUIRED CONTRACT PROVISIONS FOR STATE-FUNDED PROJECTS

The following provisions shall be incorporated into the City's Agreement with the Contractor and shall be included by the Contractor in each subcontract Agreement and purchase order that it enters into pursuant to the labor and services performed and materials provided for the City in connection with the Project contemplated hereunder.

1. The Contractor certifies, by submission of its bid for the Project, that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction and the Project by any Federal or State department or agency.

2. Where the Contractor is unable to certify to any of the above statements in this certification, it shall attach an explanation to this Agreement.

1. The Contractor certifies, by signing and submitting this Agreement and Contract, to the best of its knowledge and belief, that:

a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Federal/State agency, a Member of the United States or Connecticut Congress, an officer or employee of such Congress, or an employee of a Member of Congress in connection with the awarding of any Federal/State contract, the making of any Federal/State grant, the making of any Federal/State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal/State contract, grant, loan or cooperative agreement.

b) If any funds other than Federal or State appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal/State agency, a Member of the United States or Connecticut Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal/State contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

2. This Certification is a material representation of fact upon which reliance was placed when this transaction was made and the Agreement in which it is incorporated was entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The Contractor also agrees by submitting its bid, and entering into this Agreement, that it shall require that the language of this Certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subcontractors shall certify and disclose accordingly.

Pursuant to Section 16 of Public Act No. 91-58, as amended by Section 8 of Public Act No. 91-407, (1) the Contractor agrees and warrants that in the performance of this Agreement it 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 of the general statutes; (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 of the Connecticut General Statutes.

The Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of this Agreement with the City and such provisions shall be binding on each 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 of the general statutes; 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.

1. The Contractor agrees and warrants that in the performance of this Agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of racial color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by the 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 without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness.

2. The Contractor agrees, in all solicitations or advertisements for employees placed by it or on its behalf, 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 it has a collective bargaining agreement or other such contract or understanding and each vendor with which it has any 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 of the Connecticut General Statutes and with each regulation or relevant order issued pursuant to Section 46a-56 of the Connecticut General Statutes, as amended by Section 5 of Public Act 89-253, 46a-68e and 46a-68f.

5. The Contractor agrees to provide the Commission on Human Rights and Opportunities with information requested by the commission, and permit access by it to pertinent books, records, and accounts concerning the employment practices and procedures of the

Contractor related to the provisions of this section and Section 46a-56. The Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on this Project.

The Contractor shall include the foregoing provisions of this section in every subcontract or purchase order entered into in order to fulfill any obligation of this Agreement with the City. such provisions shall be binding on any 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 of the Connecticut General Statutes, as amended by Section 5 of Public Act 89-253.

END OF SECTION