



2025-09 CONL

Request for Qualifications/Proposals

For

*Contracted Facilities and Event Management Services For
Ocean Beach Park*

Advertising Date:	Friday, June 27, 2025
Questions Due:	Wednesday, August 20, 2025, 4:00 P.M.
Proposal Opening:	Wednesday, September 24 2025, 2:00 P.M.
Contract Award Decision:	Monday, November 17, 2025
Current contract expiration:	Wednesday, September 23, 2026

Request for Qualifications/Proposals

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REQUEST FOR QUALIFICATIONS/PROPOSALS

Pursuant to the terms and conditions of this Request for Qualifications/Proposals (“RFQP”), the City of New London (“CITY”) is pleased to announce the invitation to submit proposals from vendors for contracted facilities and event management services for Ocean Beach Park.

RFQP documents may be obtained on the DAS

https://portal.ct.gov/das/ctsource/bidboard?language=en_US and CITY <https://newlondonct.gov/bid-documents> websites.

Sealed proposals may be mailed or hand delivered to:

Joshua Montague
Accounting/Purchasing Agent
City of New London
13 Masonic Street
New London, CT 06320
2025-09 CONL: Contracted Facilities and Event Management Services OBP

Sealed proposals will be accepted at the address noted above, until 2:00 p.m. September 24, 2025, at which time, a list of those vendors that have submitted proposals will be publicly read aloud. No extensions will be granted. No pricing or fees will be read aloud on this date.

Proposals will be reviewed and evaluated by a selection committee who will then decide to conduct interviews with those vendors deemed most qualified to perform the tasks required of this RFQP. The committee may decide to interview all vendors or, depending upon the number of proposals received, may develop a shortlist of vendors to interview. Once the selection committee determines a vendor to be the most qualified, a contract will be negotiated. If a contract can not be negotiated, the City will then move on to the next most qualified vendor. This process will continue until a contract has been negotiated.

The CITY is pleased to make this opportunity available and looks forward to receiving your proposal.

The CITY is an Equal Opportunity Employer.

Please direct any and all questions concerning this RFQP by August 20, 2025 4:00 P.M. via email to Joshua Montague jmontague@newlondonct.gov. Questions may not be asked of anyone other than Joshua Montague. Questions asked of anyone else may be grounds for dismissal.

INTRODUCTION

Ocean Beach Park, nestled at the end of Ocean Avenue in New London, CT, is a getaway to the stunning white sand beaches and the vast Atlantic Ocean. Ocean Beach Park has been voted one of the best beaches by *National Geographic* and named one of the top 25 beaches in the United States by *Travel & Leisure*. Ocean Beach Park currently offers: a half-mile boardwalk, event/banquet facilities, a gift shop, an Olympic swimming pool, miniature golf, an arcade, a café, food court, ice cream, carousel, a triple waterslide, spray park, nature walk, and playground. Ocean Beach Park also includes the Rotary Centennial Pavilion built by the New London Rotary Club who will continue to receive free use of the pavilion as needed.

PURPOSE OF RFQP: This RFQP provides a list of services, activities, and amenities currently provided at Ocean Beach Park. This RFQP is NOT intended to provide a list of comprehensive services expected of the selected vendor. The intent of this RFQP IS to solicit a vendor that will provide services to include, but are not limited to:

- Develop and market Ocean Beach image and brand;
- Develop opportunities for year-round revenue streams beyond the summer beach season;
- Outfit event/banquet spaces to increase rentals and revenue;
- Promote and manage events/banquets;
- Utilize any and all buildings and spaces in a manner that will increase traffic and revenue;
- Maintain a clean and safe beach and boardwalk for all visitors;
- Create, promote and manage events, festivals, entertainment, etc.;
- Develop and execute a deferred maintenance and capital improvement plan; and
- Routinely evaluate performance metrics to promote maximum revenue.

The current operator owns all food service equipment and furnishings located in the main kitchen, cafeteria, pavilion, food court, ice cream stand, gift shop, event spaces, and storage areas. The current operator also owns two golf carts, office furnishings, and some of the tools. The CITY owns some of the exterior equipment to maintain the park (i.e. sand sifter, tractor, etc.) The selected vendor is expected to develop a business plan for Ocean Beach Park and provide whatever equipment and furnishings will be necessary to fulfill the terms of this contract.

Annual beach rates must be approved by City Council.

The amusement rides and equipment located in the arcade are currently owned and operated by an independent third-party.

The waterslides are City-owned, but will be maintained by selected vendor.

The selected operator must comply with the terms of the City's Police Union contract for staffing events. This is non-negotiable. The Police Union contract can be found online at <https://newlondonct.gov/personnel/unions>.

Ocean Beach Park attracts visitors year-round. Every effort shall be made by the selected operator to ensure the safety of all visitors to the park at all times throughout the year.

Potential operators should be aware Ocean Beach Park is located in a residential area of the City.

Many of the gardens around Ocean Beach Park are maintained by the City's Beautification Committee. The City of New London, a 501 c (3) organization, assists in performing improvements to the

Park. The selected vendor shall make every effort to maintain the relationship with both the Beautification Committee and Save Ocean Beach.

The selected vendor should have a representative from their company attend monthly Steering Committee Meetings of the Save Ocean Beach Group. The Steering Committee Meetings are held at 5:30 P.M. the third Tuesday of every month from May to October in Ocean Beach Park’s Nautilus Lounge and in the Senior Center Library from November to April.

It is the intent of this RFQP for the selected vendor to act on the City’s behalf to successfully maintain and operate Ocean Beach Park. The selected vendor is expected to create opportunities/attract businesses that will generate year-round revenue. The selected vendor shall have a vested interest in ensuring Ocean Beach Park’s successful operation. The awarded contract shall be driven by key performance metrics and failure to meet agreed upon metrics may be grounds for termination of contract.

Awarding of the contract (“Contract”) for the Services by the City, in its sole and absolute discretion, shall only be to one (1) vendor. The selected vendor may partner or subcontract for whatever services will be necessary to successfully operate Ocean Beach Park.

****YOU MUST SIGN AND RETURN THIS PAGE WITH YOUR PROPOSAL AND OTHER
REQUIRED DOCUMENTS****

Date: _____

I _____(vendor owner or authorized employee) verify and authorize that
_____(vendor company name) accept and can meet the standards, criteria,
requirements and other expectations outlined above in the PURPOSE OF THIS RFQP section of this
RFQP.

Please check one box below:

- ☐ Vendor has NO additional comments or clarifications to the PURPOSE OF THIS RFQP.
- ☐ Vendor has written comments or clarifications to the PURPOSE OF THIS RFQP and they are attached.

SUBMITTING A PROPOSAL

1. A Proposal must be submitted in a sealed envelope(s) or package(s), bearing on the outside the wording “2025-09 CONL: Contracted Facilities and Event Management Services for Ocean Beach Park.”
2. A Proposal should be (i) bound, with the vendor name and the wording “2025-09 CONL: Contracted Facilities and Event Management Services for Ocean Beach Park” on the outside front cover (the “Binder”); and (ii) electronically presented on a flash drive.
3. The following Tabs should be included in the Binder. A description of the documents required for each Tab is contained in the RFQP section entitled “Requirements to Bid”.
 - Cover Letter/Letter of Interest
 - Executive Summary
 - Management Approach and Proposed Vision
 - Facility Operations
 - Marketing and Advertising
 - Human Resources and Administrative Services
 - Financials
 - Experience
 - Other
 - Proposed Management Fee Structure
4. Vendors shall only rely upon the written instructions of this RFQP and any written addendums to the RFQP, which addendums shall be provided to all vendors. Vendor shall not rely upon, nor will the CITY be responsible for, any verbal instructions given to vendors.
5. Vendors shall understand the current contract is due to expire on September 23, 2026. However, prospective vendors must understand there will be planning, preparation, and coordination that will need to occur prior to this date so that operations continue without interruption. Planning for the Spring and Summer 2027 season will also be necessary.
6. If forwarded by mail, the sealed envelope(s) or package(s) containing the Proposal (marked as directed above) must be enclosed in another envelope, addressed as specified to:

Joshua Montague
Accounting/Purchasing Agent
2025-09 CONL: Contracted Facilities and Event Management Services
13 Masonic Street
New London, CT 06320

REQUIREMENTS TO BID

PRE-PROPOSAL CONFERENCE AND SITE VISIT

There will not be a mandatory pre-proposal conference or site visit for this RFQP. Prospective vendors are, however, encouraged to visit the property and whatever other due diligence is necessary to submit a comprehensive proposal.

Prospective vendors must reach out to Joshua Montague via email jmontague@newlondonct.gov if there is a need to tour the facilities. If in the course of this RFQP it becomes clear that a coordinated (not mandatory) visit is necessary, an addendum will be issued with details.

The CITY shall not bear any costs associated with any site visit or preparation of proposals in response to this RFQP.

DOCUMENTS TO BE PROVIDED IN PROPOSAL

A Proposal shall contain all information required by this RFQP. Otherwise, the Proposal may be considered non-conforming and subject to rejection. Please clearly label each section within the proposal as identified below in bold letters and include the following information IN THE FOLLOWING ORDER. There is no restriction on the number of pages to be submitted for each section, but please only submit information necessary to evaluate your proposal.

1. COVER LETTER/LETTER OF INTEREST

Provide a cover letter introducing your company, scope of services proposed and your interest in this contract. Indicate why you believe your firm is the best candidate for managing Ocean Beach Park for the CITY.

2. EXECUTIVE SUMMARY

Include your company history and leadership, understanding of the CITY's objectives, overview of qualifications and experience as it relates to the management of similar facilities and services. Please include the resumes for any corporate or portfolio staff that may be involved in the operations.

3. MANAGEMENT APPROACH AND PROPOSED VISION

Provide a description of the overall management approach. Mark any proprietary or confidential information as "CONFIDENTIAL", otherwise information may be shared publicly once an award is made. Be sure to address the following:

- I. Facility Operations:
 - a. Oversight of custodial operations and facility maintenance.
 - b. Beach maintenance.
 - c. Boardwalk maintenance.
 - d. Preventative and regular maintenance.
 - e. How your company will enforce park rules throughout the year.
 - f. Recommended capital projects.
 - g. Emergency procedures and a risk management plan.
 - h. Recommended facility uses and operating hours.
 - i. Oversight of rentals and reservations.
 - j. Approach to event and entertainment planning.
 - k. Any other information your company feels necessary to provide.

II. Marketing and Advertising

- a. Develop a proposed marketing strategy and execution plan, including website, social media, advertising, etc.
- b. Promote facility and services.
- c. Develop a proposed Ocean Beach Park brand.
- d. Provide a proposed event and entertainment schedule.
- e. Provide at least three examples from another similar project.

III. Human Resources and Administrative Services

- a. Develop a staffing plan.
- b. Provide your approach to overseeing payroll, accounting, systems and technology, risk management, liability insurance, financial reporting, information technology, etc.

IV. Financials

- a. Develop a projected five-year income and expense report which includes reserves, replacement, and capital improvements. This report shall include all projected cost centers and revenue sources. Please also include the preferred contract length dependent upon your company's proposed investment.

V. Experience

- a. Provide a summary of three similar projects along with contact information for references.

VI. Other

- a. Include whatever other information or concepts your company is considering to successfully operate Ocean Beach Park. Please be sure to only include information that will be helpful to the selection committee in deciding. Please do not include excessive or unnecessary information.

4. PROPOSED MANAGEMENT FEE STRUCTURE

Provide a proposed management fee structure. The proposed management fee shall establish the prospective vendors vested interest in ensuring the successful operations of Ocean Beach Park. Note: this is only a proposed management fee structure and may not be the structure accepted by the CITY. Ultimately, the management fee structure will be finalized during negotiations.

Should a vendor desire clarification or interpretation of any item in the RFQP, such request shall be made, in writing via email by Wednesday, August 20, 2025, 4 P.M., to Joshua Montague jmontague@newlondonct.gov. Such inquiry and the response in writing will be provided to all prospective vendors via addendum.

Proposal evaluators will place emphasis on completeness and clarity of content in each vendor's Proposal. Thus, the clarity of a vendor's written response will be considered along with a vendor's capability to perform the requirements of this RFQP.

SELECTION CRITERIA

The Selection Committee will evaluate proposals according to the evaluation criteria below. Proposers are responsible for reviewing the criteria and providing appropriate and sufficient information to enable the Committee to assess the proposal. The CITY desires to engage in a partnership with an entity who demonstrates the ability to serve as a high-quality partner, advances strategic priorities, and provides an innovative approach.

Section	Selection Criteria	Points
1	Cover Letter/Letter of Interest	10
2	Executive Summary	10
3	Management Approach and Proposed Vision	50
4	Management Fee Structure	30
	TOTAL POSSIBLE POINTS	100

SELECTION PROCESS

Receipt and evaluation of proposals does not obligate the CITY to award a contract. If the CITY elects to award a contract, the contract will be awarded to the respondent the CITY believes to be the most qualified operator whose proposal has the best combination of qualification and best interest for the CITY. Decisions of the CITY will be final.

All proposals received by the deadline will be evaluated on experience and the completeness and quality of content. Only those proposals providing complete information as required will be considered for further evaluation.

The CITY will designate an evaluation committee to review, compare and analyze all proposals as outlined above. Depending upon the number of proposals received, all vendors may be interviewed following the evaluation process. Or, a shortlist of the most qualified management firms may be selected who will then be interviewed by the CITY.

New London will evaluate the overall quality and responsiveness of the proposal using, but not limited to, the following criteria, which is listed in no particular order:

- Completeness and overall organization and clarity of response
- Demonstrated understanding of the CITY's vision and requirements of the RFQP
- Relevant qualifications and experience of the respondent in recreation management
- Satisfaction of previous and current clients related to operations, management, and customer service
- Evidence of financial stability and ability to provide the services required
- Management approach and ability to work with CITY administrators, community and public at large
- Proposed management fee
- Knowledge of and experience with local state, and federal rules and regulations
- Demonstrated professionalism in working with diverse communities with varying economic standings and ethnic backgrounds

The issuance of this RFQP does not commit the CITY to award a contract, to pay any costs incurred in the preparation of a proposal or procure or contract for the articles of goods and services. The CITY reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in

its entirety this Request for Qualifications/Proposals if it determines that it is in the best interest of the CITY to do so. The CITY reserves the right to waive technicalities and informalities in the proposal process, for any reason. **The CITY is not bound to accept any proposal based on financial offer alone but will make an award based on the evaluation factors set forth herein.**

This RFQP is an instrument for enabling the CITY to make the best possible decision in establishing a business relationship with the selected vendor.

The vendor deemed to be most qualified to satisfy the needs of this contract may be required to attend the City Council meeting at which the contract is presented for approval. The CITY will not be responsible for any costs in meeting this requirement.

The Respondent is responsible for any and all costs associated with the preparation of their response to the RFQP. The Respondent may withdraw their proposal at any time PRIOR to the DUE DATE AND TIME which is set forth herein as the deadline for acceptance of proposals, upon written request for same to the CITY. Any questions regarding this proposal should be submitted on or before August 20, 2025, 4:00 P.M., EDT, to jmontague@newlondonct.gov in email form. CITY **will not** accept telephone calls with questions concerning RFQP specifications. The question and response will be shared via addenda. If in the event it becomes necessary to revise any part of this RFQP due to inquiries raised, an email notifying an addenda, supplement or amendment to this RFQP will be provided to the respondents. Any response submitted to the CITY for consideration shall remain current and valid for a period of no less than ninety (90) calendar days from the proposal deadline.

ANTICIPATED PROJECT SCHEDULE AND TIMELINE

The following dates and times are EDT. The following dates prevail over any conflicting dates within this RFQP.

- | | |
|-------------------------------------|--|
| • Distribution of RFQP | Friday, June 27, 2025 |
| • Deadline for Receipt of Questions | Wednesday, August 20, 2025, 4:00 P.M. |
| • Submission Deadline | Wednesday, September 24, 2025, 2:00 P.M. |
| • Contract Approval | Monday, November 17, 2025 |

*** The CITY reserves the right to adjust the above noted schedule as necessary.

PROPOSAL ACCEPTANCE

Sealed Proposals will be accepted at CITY's Finance Building in the office of the Purchasing Agent located at 13 Masonic Street, New London, CT 06320, until 2:00 p.m. September 24, 2025, at which time, Proposals will be publicly opened and read aloud. No extensions will be granted.

CITY shall have the right, in its sole and absolute discretion, to reject any or all Proposals and, in particular, to reject a Proposal not in compliance with the RFQP, or a Proposal which is in any way incomplete or irregular. Further, CITY shall have the right, in its sole and absolute discretion, to waive any informality or irregularity in any Proposal received, to negotiate changes, to offer additional terms and to accept the Proposal that, in its judgment, will be in the best interest of CITY.

CITY may investigate and research, as it deems necessary, any vendor to determine the ability of the vendor to perform the Services. The vendor shall furnish all information and data for this purpose as CITY may request.

CITY reserves the right to reject any Proposal if evidence submitted by the vendor, or investigation of the vendor, fails to satisfy CITY that the vendor is properly qualified to perform the Services.

The vendor certifies under penalty of perjury that, to the best of their knowledge and belief, the Proposal has been developed independently, without collusion, consultation, communication, or agreement with any other vendor or competitor and, further, that the prices which have been quoted in the Proposal have not been knowingly disclosed by them, directly or indirectly, to any other vendor or competitor prior to the opening of Proposals by CITY. The submission of a Proposal shall serve as conclusive evidence that the vendor is satisfied as to all requirements outlined in the RFQP and to all conditions serving to control the execution of any Contract which may be executed between the parties.

ADDITIONAL VENDOR INFORMATION

Vendors submitting a Proposal may be required to give an oral presentation of their Proposal to the Selection Committee and/or City Council. The oral presentation is intended to be a fact finding and explanation session only and will not include negotiation. The CITY will schedule the time and location of the oral presentations. The decision to conduct oral presentations shall be exercised only at the option the CITY.

During the evaluation process, the CITY reserves the right, where it may serve in the best interests of the CITY, to request additional information or clarifications from vendors, or to allow corrections of errors or omissions. T h e C I T Y reserves the right to retain all Proposals submitted and to use any ideas in a Proposal regardless of whether that Proposal is selected.

TERM OF CONTRACT

The CITY prefers to award a five (5) year Contract, containing two (2), five (5) year options to renew. However, the CITY understands that the potential operator may elect to invest more with a longer contract term. The CITY will entertain longer terms dependent upon the selected operator's investment. The options to renew may be exercised provided the CITY is satisfied with the performance of the vendor through the original term.

Under the options to renew, the Contract shall be renewable in its present form, with terms and conditions of the renewal term negotiated and completed six (6) months prior to the expiration of original term. In the event the foregoing time limit is not complied with, the renewal option shall be deemed expired upon the expiration of said time limit.

All items in this RFQP and those contained in the vendor's Proposal that have been agreed to by the CITY are considered incorporated into the Contract as if fully set forth therein. In the event of conflicts between the terms and conditions of the RFQP and a vendor's Proposal, the terms and conditions of the RFQP shall govern and control.

NOTICE OF AWARD

Until a Contract has been awarded, no vendor can claim any contract rights by virtue of the Proposal alone, or results of the public bid opening. Awarding of the Contract means actual written notice to the vendor that the Contract has been awarded.

BLACK-OUT PERIOD

Upon issuance of the RFQP, no firm shall contact any CITY officers or employees regarding this project. Any questions regarding this RFQP shall be made via email and shall be directed to Joshua Montague, Accounting Purchasing Agent, City of New London, 13 Masonic Street, New London, CT 06320—jmontague@newlondonct.gov . During this black-out period, any violation of this provision shall be cause for disqualification of the violating firm's proposal. Deadline for receipt of written questions is August 20, 2025, 4:00 P.M., EDT.

AUTHORIZED SIGNER

Proposals must be made in the official name of the firm or individual under which business is conducted, showing official business address, and must be signed in ink by a person authorized to legally bind the person, partnership company, or corporation submitting the proposal.

NOTICE OF UNACCEPTABLE RESPONSES

When the CITY determines a firm's RFQP response to be unacceptable, such Respondent shall not be afforded an additional opportunity to supplement its RFQP Response. Decisions of the CITY will be final.

CONFIDENTIALITY

The CITY shall examine all submittals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. Any such information shall be marked "CONFIDENTIAL". After award of the contract, all responses, documents, and materials submitted by the Respondent pertaining to this RFQP will be considered public information and will be made available for inspection, unless otherwise determined by the CITY. All data, documentation and innovations developed as a result of these contractual services shall become the property of the CITY. Based upon the public nature of these RFQP's, a Respondent must inform the CITY, in writing, of the exact materials in the offer which cannot be made a part of the public record in accordance with the Connecticut Freedom of Information Act.

RESERVED RIGHTS

The CITY reserves the right at any time and for any reason to cancel this RFQP process or any portion thereof, to reject any or all submittals, or to accept alternates submittals. The CITY reserves the right to waive any immaterial defect in any RFQP response. The CITY has ninety (90) days to accept.

INCURRED COSTS

The CITY will not be liable in any way for any costs incurred by Respondents in replying to this RFQP.

INVESTIGATION OF CONTRACTORS

The CITY reserves the right to request additional information to determine the responsibility of the apparent successful operator relative to its ability to comply with the terms and conditions of this Request for Qualifications/Proposals. The CITY will make such an investigation as is necessary to determine the ability of the operator to fulfill the proposal requirements. The operator shall furnish such information as may be requested and shall be prepared to show evidence of operations similar to that included in this proposal.

The CITY reserves the right to reject any proposal, or any part of the proposal, if it is determined, in their sole opinion, that the Operator is not properly qualified to carry out the obligations of the proposal.

PROPRIETARY DATA

All items developed and submitted in response to this Request for Qualifications/Proposals shall become the property of the CITY and the respondents shall not use, disclose, or furnish others any information relative to such items without first obtaining the written consent of the CITY, and then only subject to such conditions as the CITY may prescribe. Any restrictions on the use of data contained within a proposal must be clearly stated in the proposal itself. Proprietary information submitted in response to this Request for Proposal will be handled in accordance with applicable State laws. It is not acceptable for a proposal to be marked “proprietary” or “confidential” in its entirety.

NOTE:

The information provided on the following pages is only intended to provide potential vendors with an understanding of what is necessary to operate Ocean Beach Park and what the CITY might like to see provided at Ocean Beach Park. The selected vendor is ultimately responsible for ensuring the successful operation of Ocean Beach Park and will have the discretion to make business decisions to support those operations.

STAFFING RECOMMENDATIONS

APPLICABLE LAWS AND REGULATIONS:

1. The execution of the Contract binds the vendor to all applicable State of Connecticut ("State") labor standards, laws and regulations. All such standards, laws and regulations shall be binding to the same extent as if they were copied at length herein.
2. The vendor agrees and warrants that in the performance of the Services it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental or physical disability, including, but not limited to, blindness, unless it is shown by the vendor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State. The vendor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to blindness, unless it is shown by the vendor that such disability prevents performance of the Services.

It shall be the responsibility of the vendor to be familiar with and knowledgeable about all applicable State labor standards, laws and regulations. A vendor may be required to undergo a pre-award compliance review for the purpose of ascertaining whether, in the opinion of CITY, the vendor is willing and/or capable of complying with these requirements.

3. All work performed under the Contract must meet State and federal OSHA standards, as amended.
4. CITY is an equal opportunity employer and purchaser. The vendor agrees that in connection with the Services no employee or applicant for employment or vendor will be discriminated against because of race, color, religious creed, marital status, national origin, ancestry, sex, sexual orientation, age, present or past history of mental disorder, mental retardation or physical disability including but not limited to blindness, or veteran's status.
5. The vendor shall indemnify and hold the CITY and their respective officers, agents, and employees wholly harmless from any harm, damage, or loss arising from any cause related to actions or in-actions by any of its employees or anyone directly or indirectly employed by vendor or anyone for whose act's vendor may be liable.

STAFFING:

1. The vendor shall maintain an office on site, staffed and equipped, so that communications, correspondence, dispatching of employees, handling complaints, and other problems normally related to the Services can be efficiently and effectively provided.
2. The vendor shall employ an individual, or individuals, in a supervisory capacity, whose primary function will be the supervision of the vendor's employees or anyone directly or indirectly employed by vendor, including subcontractors, or anyone for whose acts vendor may be liable performing Services for the facilities.

Said manager or supervisors shall be responsible for all communications, written or verbal, as required. The manager or supervisors shall represent the vendor, and all communications given to

and given by the manager shall be as binding as if given to and given by the vendor.

3. All vendors' employees shall be attired in suitable work clothes and each shirt shall be labeled with the vendor's suitable company decal. Apparel shall be clean and in good condition at all times.
4. The vendor shall be solely responsible for the proper training and qualification of its employees and all persons providing the Services.

The vendor shall at all times enforce among its employees the compliance with all safety and other rules, regulations, policies and procedures as may be established by CITY for the Facilities under its control.

5. The vendor shall employ staff sufficient in number to ensure the regular and uninterrupted operation of Ocean Beach Park facilities and services.
6. All personnel that may be employed by the vendor to provide the "in-house" building maintenance program trade activities shall be licensed as required.

All personnel that will be employed by the vendor to provide the supervisory and/or facilities management duties and responsibilities should at a minimum:

- a. Be cognizant of codes for buildings, health, fire, lead and asbestos.
 - b. Have the ability to read, understand, and interpret blueprints and plans.
 - c. Possess MEP and HVAC background and experience.
 - d. Have knowledge of custodial practices and methods.
7. At least one (1) person shall be designated to be able to respond within thirty (30) minutes to a Building when contacted by one of the following:
 - a. Police Department;
 - b. Department of Public works;
 - c. Agencies or firms added to this list by CITY, if deemed necessary.
 8. CITY reserves the right to require, in its sole and absolute discretion, the removal, at any time, of any of the vendor's employees or anyone directly or indirectly employed by vendor, including subcontractors, or anyone for whose acts vendor may be liable performing Services.
 9. All personnel directly or indirectly employed by vendor or anyone for whose acts vendor may be liable performing Services, including subcontractors, shall be carefully interviewed and screened for security.
 - a. Once the Contract has been awarded, the vendor shall furnish to CITY the names, State vendors' license numbers, if applicable, of all the employees who will be working at the Facilities. This list shall be maintained in an up to date status as the vendor hires, fires, or replaces employees.
 - b. The vendor shall submit with the response to this proposal a copy of its substance abuse and drug testing policies with respect to employees and new applicants for employment.

10. The vendor, at its own expense, shall have all persons performing Services trained and educated on sexual harassment in the workplace. The training shall be conducted in a classroom-like setting, using clear and understandable language and in a format that allows participants to ask questions and receive answers. Audio, video and other teaching aides may be utilized to increase

comprehension or to otherwise enhance the training process. The content of the training shall include the following:

- a. Discuss the types of conduct that may constitute sexual harassment under the law, including the fact that the harasser or the victim of harassment may be either a man or a woman and that harassment can occur involving persons of the same or opposite sex;
- b. Describe the remedies available in sexual harassment cases, including, but not limited to, cease and desist orders; hiring, promotion or reinstatement; compensatory damages and back pay;
- c. Advise employees that individuals who commit acts of sexual harassment may be subject to both civil and criminal penalties; and
- d. Discuss strategies to prevent sexual harassment in the work place.

FACILITY USES AND MAINTENANCE

1. The selected vendor shall be responsible for evaluating each building and structure to determine potential use.
2. The use of each building shall be appropriate to the nature of Ocean Beach Park and its operations.
3. Every effort shall be made to utilize each space in a manner that maximizes year-round revenue for the selected vendor and CITY.
4. The selected vendor is encouraged to attract businesses to be open year-round.
5. Regular inspections of all facilities to ensure proper maintenance and safety compliance.
6. Immediate attention to any identified hazards or maintenance issues.
7. Development and implementation of a preventative maintenance plan outlining all routine maintenance tasks.
8. Beach should be raked and cleaned regularly.
9. Admission booths shall be staffed as necessary.
10. New London Recreation and school district should be afforded access to pool and other facilities as needed at no cost.
11. Members of Save Ocean Beach and the Beautification Committee shall be afforded access to perform maintenance at the Park (at no cost to their organizations) and to hold monthly meetings at the Park during the beach season from Memorial Day through Labor Day (at no cost to their organizations).
12. Purchasing: Given the selected operator will be performing on the City's behalf, the operator should make every effort to focus on accountability, value for money, and transparency. The City's purchasing ordinances are a reasonable point of reference. City Ordinances can be found online at https://library.municode.com/ct/new_london/codes/code_of_ordinances?nodeId=PTIICOOR_CH2A_D.

EVENTS AND ENTERTAINMENT

1. The selected vendor will be responsible for organizing the annual events and entertainment schedule.
2. Every effort shall be made to advertise and promote event spaces for maximum rental capacity.
3. Develop and maintain website.
4. All events must adhere to local noise ordinances and public safety codes.
5. Implement crowd management strategies to ensure participant safety at all events.
6. Design and manage event layouts including staging, vendor spaces, and seating arrangements.
7. Create and execute a comprehensive marketing plan that leverages social media, local press, and community outreach.
8. Design promotional materials, including flyers, posters, and digital content to attract attendance.
9. Assist in building partnerships with local businesses and organizations to enhance event visibility.

CONTRACT PERFORMANCE REQUIREMENTS

1. Vendors responding to this RFQP must meet and be in compliance with all local, state, and federal specifications, regulations, and requirements pertaining to the work, materials, equipment, or items requested in this RFQP.
2. The successful vendor shall not assign or sublet the Contract in cases which are prohibited by law. In cases which may not be prohibited by law, the successful vendor may assign or sublet the Contract only if it is approved in writing by CITY, in its sole and absolute discretion, and such assignment of subletting is in full compliance with all applicable directives and laws.

CITY shall, at its discretion, inspect or authorize inspections on all or any part of the Services performed by the vendor for the purpose of determining whether the work and material used in the performance of the Services conforms to the RFQP requirements.

If required as a result of the inspections, the vendor shall receive written notice stipulating the deficiencies in either work or materials and the vendor shall respond in writing, within two (2) days after receipt of such notice, indicating the steps that shall be accomplished within five (5) days after receipt of such notice to remedy all defects stated in the notice.

If the vendor fails to respond or proceed to take corrective action, CITY may outsource the work to have the defects remedied and charge the cost of such work against any payments which may be due the vendor under the Contract, without prejudice to any other rights or remedies available to CITY.

3. CITY reserves the right to inspect, review and audit the vendor's books and records at any time during normal, regular business hours within the Contract term to ensure the vendor's invoices reflect the true and accurate wages and benefits of the vendor's employees and equipment pass through costs. CITY agrees to provide vendor with appropriate and sufficient notice and time to prepare for this and will work with vendor to identify a mutually agreeable timeframe.
4. Failure to adhere to and comply with the conditions of the RFQP, accepted Proposal and the Contract will subject the Contract to termination.

With regard to the services, CITY shall be the sole interpreter of the requirements of the work scope, and the judge of the performance thereunder by the vendor.

In the event of termination of the Contract due to a vendor default, the vendor agrees to hold CITY harmless and indemnified against any loss, cost, liability, or expense arising in connection with such default, including, without limitation, any increase in the costs of Services above the Contract amount for the remainder of the term of the Contract.

INSURANCE AND PROPERTY REQUIREMENTS

The vendor must protect the Facilities and all property of CITY (i.e.; all floors, furniture, glass, land, etc.) from injury or other damage occasioned by or rising out of the performance of the Services. Any damage so caused must be repaired by the vendor at its own expense.

The vendor shall take all necessary precautions to prevent loss or damage caused by vandalism, theft, or pilferage of property located within the Facilities.

The vendor shall exercise extreme care in handling and securing all Facilities keys and security access key fobs (hereinafter both items referred to as keys).

The selected vendor will provide the CITY with a COI with appropriate coverages outlined by the CITY's Risk Manager.

The selected vendor will provide the CITY with updated COI's each year throughout the course of this contract.

Each policy (including those between the selected operator and vendors hired by the selected operator) shall include the City of New London as Additional Insured. All policies shall also include a Subrogation of Waiver.

BUILDING MAINTENANCE AND CUSTODIAL SERVICES RECOMMENDATIONS

SCOPE: The vendor shall furnish, unless otherwise stated herein, all labor, supervision, equipment, cleaning materials and other supplies to provide building maintenance and custodial services for the facilities. Buildings and grounds shall be kept neat at all times. The selected vendor shall be responsible for maintenance and upkeep.

CLEANING STANDARDS: This section of the RFQP suggests the tasks and frequency for the Custodial Services.

- a. General Requirements
 - a. All floors shall be cleaned daily.
 - b. All chemicals shall meet manufacturer floor maintenance specifications.
 - c. Baseboard used in conjunction with any type of floor, including carpet, shall be kept clean and free from dirt, floor finish, water and machine marks.
- b. Entrance mats
 - a. Shall be vacuumed daily and cleaned using an extraction cleaner on Friday of each week, except during inclement weather, when they will be vacuumed and extracted as needed to keep them dry and functional.
 - b. Vendor will be required to supply additional walk off mats during inclement weather.
- c. Carpeted Floors
 - a. Furniture should be moved to perform the cleaning of carpets.
 - b. All areas that receive frequent or heavy traffic should be vacuumed daily.
 - c. Carpet shall be spot cleaned on a daily basis to remove spills and stains.
- d. Corridors, hallways, lobbies, vestibules, and open public areas
 - a. Shall be dust mopped daily.
 - b. In inclement weather, floors shall be mopped as required to keep them dry.
 - c. These floors shall be damp mopped and spray-buffed weekly with a floor buffer.
- e. Rubber floors
 - a. To be cleaned only with those products accepted by the manufacturer.
- f. Resilient floors
 - a. Strip completely and re coat, with one (1) coat sealer and three (3) coats of floor finish at least twice each year.
- g. Floors in eating and food preparation areas
 - a. Should be dusted and damp mopped daily.
 - b. Spray buffed weekly with a floor buffer.
 - c. Wash and sanitize the kitchen, cafeteria and vending floor areas with a germicidal disinfectant daily.
- h. Concrete floors
 - a. Shall be dust mopped.

- b. These floors shall be spot cleaned daily or as needed.
- i. Painted wood floors, including stage areas
 - a. Shall be dust mopped as needed.
 - b. Floors shall be spot cleaned as needed.
 - c. These floors should be damp mopped as needed.
- j. Restroom, locker room floors, and showers
 - a. Shall be damp mopped daily with a germicidal cleaner.
 - b. Shall be machine scrubbed weekly. After scrubbing, water shall be picked up with a wet pick-up vacuum cleaner.
 - c. After mopping and scrubbing, the tile joints and baseboards shall be cleaned to remove dirt or spots or streaks.
- k. Cleaning of ceilings
 - a. Vendor shall remove dust and cobwebs from ceilings, grilles, and diffusers mounted in ceilings.
 - b. Trash in light fixtures shall be removed.
 - c. Dirty light fixture lenses should be opened and cleaned on an annual basis.
- l. Cleaning of walls
 - a. Walls shall be spot cleaned to remove spills, hand prints, footprints, smudges, and graffiti.
 - b. This task should include doors, frames, interior window wall sills, and light switches.
 - c. Sills, ledges, moldings, modular partitions shall be dusted.
 - d. Dust and cobwebs should be removed from walls on a weekly basis. Also, grilles, diffusers, and door louvers mounted in walls should be dusted on a weekly basis.
 - e. Graffiti shall be cleaned from walls and toilet stalls without damaging surfaces.
- m. Cleaning of windows
 - a. Both sides of glass in entrance areas should be spot cleaned. Both sides of glass in entrance vestibules should be cleaned.
 - b. Mirrors shall be completely cleaned when dirt, spots or streaks are apparent.
 - c. Both sides of all glass that functions as exterior walls should be washed twice per year. This task includes all sashes, storefronts, doors, vision panels, sidelights and windows.
- n. Cleaning of rest rooms, locker rooms and showers
 - a. All toilets, toilet seats, urinals, urinal screens and lavatories shall be cleaned daily using a germicidal cleaner. Stainless steel toilet stalls and urinal screens should be polished weekly. These fixtures shall be cleaned so that dirt, scum deposits, stains, streaks are removed.
 - b. Rest room walls, shower stalls, and toilet stalls shall be spot cleaned daily with a germicidal cleaner. Shower stalls and toilet stalls shall be cleaned and disinfected weekly to remove dirt, mildew, and streaks. Plastic shower stalls shall be cleaned with a non-abrasive cleaner.

- c. Towel dispensers, toilet paper and soap dispensers shall be restocked daily, as needed. If dispensers are broken or damaged, the vendor will be responsible for the replacement of them.
- d. The vendor shall operate sanitary napkin dispensers. This task includes furnishing napkins, restocking the dispensers on a daily basis, and collecting revenues from the dispensers.
- e. Plumbing shall be checked daily for stoppages or leaks. Operational problems must be reported and addressed immediately.
- o. Cleaning of furniture, equipment and other items
 - a. All tabletops and chairs in eating areas shall be washed, disinfected and spot cleaned daily. This task includes spot washing table pedestals and legs and chair legs to remove dirt,
 - b. dust, scuff marks, spots, and spills.
- p. Furniture in corridors and public areas shall be spot cleaned daily to remove spills and smudges. Also, furniture shall be dusted, vacuumed and/or damp cleaned weekly.
- q. Conference tables in all areas of the facility shall be spot cleaned daily.
- r. Fabric covered chairs in all areas of the shall be vacuumed once every three months. Plastic and wooden chairs and vinyl-covered chairs in all areas shall be spot cleaned daily and damp cleaned monthly.
- s. Fire extinguishers in corridors and public areas shall be dusted weekly. Fire extinguishers shall be checked and maintained as required.
- t. Window treatments (shades, blinds, etc.) shall be adjusted daily so that all are evenly opened and extended. All window treatments shall be dusted monthly and completely cleaned biannually in accordance with the manufacturer's specifications.
- u. Door knobs, push, pull, and kick plates on all doors shall be washed and polished as needed.
- v. Mounted pictures, lamps, and monitors shall be kept clean and free of dust and lint at all times.
- w. Replace burnt lamps or bulbs in light fixtures.
- x. In the stairwells, all stairs and landings shall be spot cleaned daily and shall be swept and damp mopped weekly. Landings shall be buffed with a high-speed buffer weekly. All handrails and stringers shall be dusted weekly. Wall light fixtures and vents in the stairwells shall be dusted weekly.
- y. Daily police the vestibules, the lobby exterior, and the outside grounds and pick up and dispose of any debris.
- z. Trash removal
 - a. All trash and waste containers shall be emptied, new liners shall be provided, and the outside of these containers shall be cleaned as needed. The inside and outside of these containers shall be cleaned as needed so that dirt, stains, and streaks are removed and if odors are apparent.
 - b. All trash shall be placed in trash bags and placed in dumpsters.
 - c. The vendor shall comply with the requirements of the recycling program by utilizing the designated containers for mixed paper, aluminum cans, cardboard boxes, and books for pick up by the contracted trash hauler.
- aa. Perform other miscellaneous duties, such as, but not limited to, the following:

- a. Respond to situations requiring emergency cleaning.
 - b. Clear the sidewalks and other walkways of snow and ice as necessary to keep the areas free from hazard.
 - c. Accept all material delivered in the building, inventory and check for damage, deliver to the designated areas.
 - d. Building opening duties.
 - e. Building closing duties.
 - f. Boardwalk maintenance.
 - g. Traffic control.
 - h. Snow removal.
- bb. The vendor shall be responsible for the development of a Capital Improvement Plan for each Building. These plans identify needs such as repairs, replacement, renovation, remodeling or improvements to the Buildings.
- cc. The plans should identify not only corrective work, but, upgrading of the Facilities to meet the needs for successful operation. It shall be understood that the plans will be revised and updated annually due to changes in instructional and operational program requirements and as the evaluation of the conditions of the Buildings and Facilities dictates.
- dd. Preventive maintenance programs shall be used for the purpose of performing minor repairs on an as needed basis, scheduled repetitive repairs or replacements control the deterioration of a Facility in order to provide dependable operation, prevent service interruptions, and limit emergency repairs.
- ee. Replacement schedules are based on known, standard system life expectancies, but shall take into consideration the specific use in the Buildings that may cause higher or lower usage than normal wear and tear.
- ff. The Buildings maintenance program makes provisions for:
- a. Ceilings
 - b. Doors
 - c. Electrical
 - d. Floors
 - e. Mechanical
 - f. Painting
 - g. Plumbing
 - h. Roofing
 - i. Windows
 - j. Furniture & fixtures
- gg. It is intended that the Buildings maintenance programs and the Facility projects shall be funded by the selected vendor with a stipulation in the negotiated contract for the annual building and capital improvement budget.
- hh. Any personnel that will be employed by the vendor to provide the “in-house” building maintenance program trade activities shall be licensed as required.

BUDGETING:

In addition, the vendor shall be responsible for preparing annual budget recommendations for the operations covering, yet not limited to, the following categories:

- a. Event/Banquet operations and related costs
- b. Annual rates
- c. Entertainment
- d. Social Media
- e. Utilities
- f. Custodial services and supplies
- g. Grounds maintenance
- h. Building maintenance
- i. Capital Improvement

The selected vendor will be required to attend the annual budget hearings to present the Ocean Beach Park budget to City Council.

Annual Park rates shall be presented and approved by City Council annually.

The selected vendor may also be required to provide routine performance reports and presentations to City Administration and/or City Council in an effort to monitor contract performance.

A profit and loss statement shall be provided monthly to City Administration.

MATERIALS AND EQUIPMENT RECOMMENDATIONS

The selected vendor shall provide materials and equipment (collectively, the “Materials and Equipment”) for performance of the Services under the Contract as follows:

1. The selected vendor shall provide all equipment and trade tools required to perform the building maintenance services as specified in this RFQP.
2. The selected vendor shall provide the necessary equipment to furnish and operate each space according to the proposed use. The selected vendor shall maintain a listing of all equipment owned by vendor.
3. All vendors’ materials and equipment shall be stored in the appropriate areas of each building. Such areas shall be maintained on a daily basis by the vendor.
4. For all vehicles (company or employee owned) that will be used in executing the responsibilities contained within this RFQP, the vendor will ensure that the vehicle is in reasonable physical condition, appearance and repair; that all vehicles are properly insured, have current registration with the CT State Department of Motor Vehicles; and that operators are properly licensed.

CANCELLATION OR CHANGES TO THE CONTRACT

1. In addition to any other rights CITY may have under the awarded Contract, CITY reserves the right to terminate the Contract without cause, in part or in whole, without penalty, upon thirty (30) days written notice to the vendor. In case of such termination, the vendor shall be entitled to receive payment for Services performed in accordance with this Contract, and actual costs incurred by reason of such termination, however the vendor and any party claiming through or under the Contract shall not be entitled to any overhead or profit on Services not so executed or unexecuted. Any Contract cancellation notice shall not relieve the vendor of the obligation to deliver and/or perform the Services prior to the effective date of termination.
2. CITY reserves the right to modify the general scope of the Contract by written notice to the vendor and in such event the compensation under the Contract shall be equitably adjusted based upon the unit prices contained in the Proposal.

Exhibit A

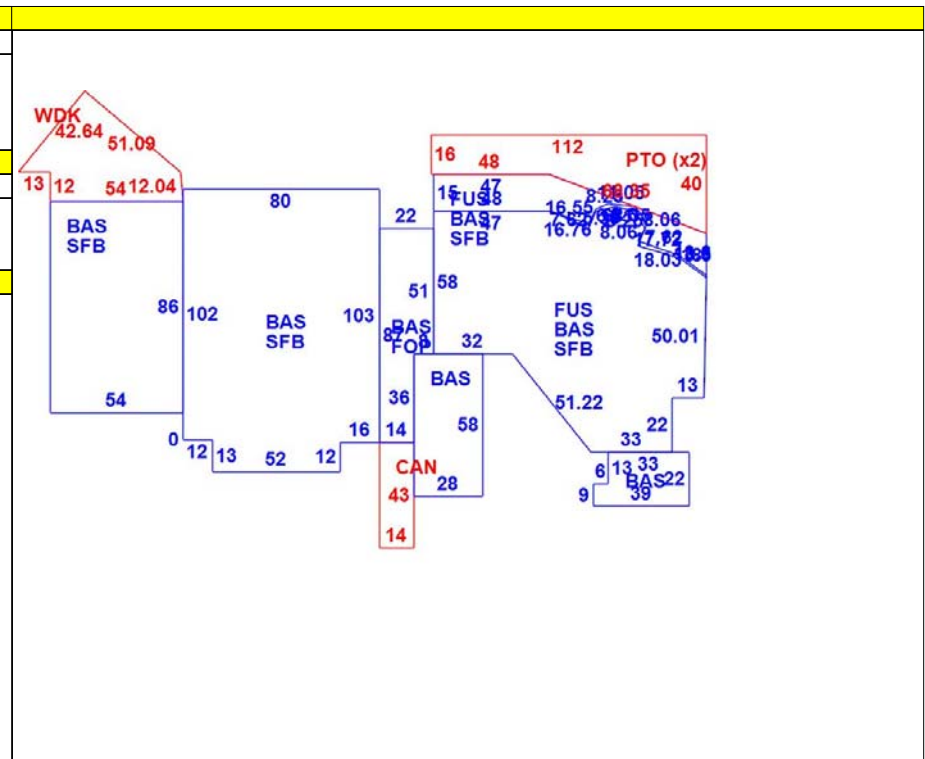
PROPERTY CARDS

CURRENT OWNER			TOPO		UTILITIES		STRT / ROAD		LOCATION		CURRENT ASSESSMENT															
NEW LONDON CITY OF-OCEAN BEA			1	Level	2	Public Water	1	Paved	1	Urban	Description		Code	Appraised		Assessed		6095								
			6	Waterfront	3	Public Sewer			7	Waterfront			EX COM LN	21	53,641,600		37,549,100									
													EX COM BL	22	4,401,400		3,081,000									
			181 CAPTAINS WALK			SUPPLEMENTAL DATA						EX CM OTB	25	2,936,500		2,055,500			NEW LONDON, CT							
Alt Prcl ID 1/ 1/ 1/ /						BLOCK F28																				
DISTRICT						FIRE/PHO																				
PHOTO						IE REQ																				
NEW LONDON, CT 06320			WARD						OLD ACC F28 0001 0001						VISION											
			PREC						FREEZE X																	
			TRACT 6909																							
			GIS ID 1						Assoc Pid#																	
											Total		60,979,500		42,685,600											
RECORD OF OWNERSHIP			BK-VOL/PAGE		SALE DATE		Q/U		V/I		SALE PRICE		VC		PREVIOUS ASSESSMENTS (HISTORY)											
NEW LONDON CITY OF-OCEAN BEACH			0000 0000		01-01-1900		U		V		0				Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed			
															2024	21	37,549,100	2023	21	37,549,100	2023	21	37,549,100			
																22	3,081,000		22	3,081,000		22	3,081,000			
																25	2,055,500		25	2,055,500		25	2,055,500			
											Total		42,685,600		Total		42,685,600		Total		42,685,600					
EXEMPTIONS					OTHER ASSESSMENTS										This signature acknowledges a visit by a Data Collector or Assessor											
Year	Code	Description			Amount		Code	Description			Number		Amount												Comm Int	
Total					0.00																					
ASSESSING NEIGHBORHOOD															APPRAISED VALUE SUMMARY											
Nbhd		Nbhd Name			B			Tracing			Batch															
1																										
NOTES															Total Appraised Parcel Value 60,979,500											
19GL- COFO NEW PAVILION																										
23GL-ST LOC CHNGD PER WEB SITE																										
300 COND=W/F/200 COND=COMM OB#1=BOARDWALK/OB#3=TICKBOOTH 3=10X10EA MAIN PAVILLION-PORT * STARBOARD OCEAN BEACH PARK																										
BUILDING PERMIT RECORD															VISIT / CHANGE HISTORY											
Permit Id	Issue Date	Type	Description		Amount		Insp Date	% Comp	Date Comp		Comments				Date	Id	Type	Is	Cd	Purpost/Result						
P-NLWA-24-	11-26-2024	CM			37,970			0			Replacing existing Verizon ant				10-16-2023	VA			63	Field Review						
P-ec-21-002	01-22-2021	EL			25,000						SITE 154- INSTALL AT&T SM				03-15-2023	RW			01	Measur+1Visit						
P-ec-21-001	01-22-2021	EL			25,000						SITE 153 - INSTALL AT&T CE				06-01-2019	PW			45	Change Building Per						
18972	05-10-2019	CM	Commercial		57,965			100	07-15-2019		ROOF RECOVER BANQUET				03-27-2013	KL			00	Measur+Listed						
19-0477	05-06-2019	CO	CO ISSUED					100	05-06-2019		COMPLETION OF NEW PAVI				09-01-2008	BP			63	Field Review						
18590	01-09-2019	CM	Commercial		250,000			100			98 NEPTUNE REMOVE SHE				05-13-2004	BP			45	Change Building Per						
18558	12-21-2018	CM	Commercial		400,000			100			98 NEPTUNE-REMOVE/REPI				10-01-2003	PD			43	Change Reinspection						
LAND LINE VALUATION SECTION																										
B	Use Code	Description		Zone	Dist	Land	Land Units	Unit Price	I. Factor	Site Index	Cond.	Nbhd.	Nbhd Adj	Notes		Location Adjustment		Adj Unit Pric	Land Value							
1	903C	MUNICIPAL MD		OS			38.000	AC	200,400.00	1.50000	J	1.00	EX3	1.100	WF/SITE			0		53,401,600						
1	9030	MUNICIPAL MD					12.000	AC	20,000.00	1.00000	0	1.00		1.000	EXCESS			0		240,000						
2025-09 CONL																										
Total Card Land Units							50.00	AC	Parcel Total Land Area: 50.00						Total Land Value							53,641,600				

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd	Description	Element	Cd	Description
Style:	32	Theaters Encl.			
Model	94	Commercial			
Grade	06	Good			
Stories:	1				
Occupancy	0.00				
Exterior Wall 1	17	Stucco/Masonry			
Exterior Wall 2					
Roof Structure	01	Flat			
Roof Cover	04	Tar & Gravel			
Interior Wall 1	03	Plastered			
Interior Wall 2					
Interior Floor 1	03	Concr-Finished			
Interior Floor 2					
Heating Fuel	04	Electric			
Heating Type	07	Electr Basebrd			
AC Type	03	Central			
Bldg Use	3423	OFFC ovr RETL			
Total Rooms					
Total Bedrms	00				
Total Baths	0				
Conv Type					
Heat/AC	02	HEAT/AC SPLIT			
Frame Type	03	MASONRY			
Baths/Plumbing	02	AVERAGE			
Ceiling/Wall	04	CEIL & MIN WL			
Rooms/Prtns	02	AVERAGE			
Wall Height	10.00				
% Comn Wall	0.00				
1st Floor Use:	903C				

OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)										
Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Good	Grade	Grade Adj	Appr. Value
FN3	FENCE-6' CHAI	L	2,000	14.00	1988		50		0.00	14,000
SHD1	SHED FRAME	L	300	20.00	1988		50		0.00	3,000
PAV1	PAVING-ASPH	L	200,00	3.00	1988		50		0.00	300,000
LT12	W/FOUR LIGH	L	3	3700.00			100		0.00	11,100
TWR	TOWER COMM	L	1	150000.0	1988		50		0.00	75,000

BUILDING SUB-AREA SUMMARY SECTION						
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
BAS	First Floor	27,132	27,132	27,132	104.05	2,823,139
CAN	Canopy	0	602	60	10.37	6,243
FOP	Porch, Open, Finished	0	1,626	407	26.04	42,349
FUS	Upper Story, Finished	9,606	9,606	9,126	98.85	949,579
PTO	Patio	0	5,120	256	5.20	26,637
SFB	Superior Fin Bsmt	19,637	23,102	19,637	88.45	2,043,269
WDK	Deck, Wood	0	1,731	173	10.40	18,001
2025-09 CONL						
Ttl Gross Liv / Lease Area		56,375	68,919	56,791		5,909,217



CURRENT OWNER				TOPO		UTILITIES		STRT / ROAD		LOCATION		CURRENT ASSESSMENT											
NEW LONDON CITY OF-OCEAN BEA 181 CAPTAINS WALK NEW LONDON, CT 06320				1	Level	2	Public Water	1	Paved	1	Urban	Description		Code	Appraised	Assessed	6095 NEW LONDON, CT						
				6	Waterfront	3	Public Sewer			7	Waterfront	EX COM LN	21	53,641,600	37,549,100								
												EX COM BL	22	4,401,400	3,081,000								
												EX CM OTB	25	2,936,500	2,055,500								
				SUPPLEMENTAL DATA																			
				Alt Prcl ID 1/ 1/ 1/ /						BLOCK F28													
				DISTRICT						FIRE/PHO													
				PHOTO						IE REQ													
WARD						OLD ACC F28 0001 0001																	
PREC						FREEZE X																	
TRACT 6909																							
GIS ID 1						Assoc Pid#																	
										Total		60,979,500		42,685,600									
RECORD OF OWNERSHIP				BK-VOL/PAGE		SALE DATE		Q/U		V/I		SALE PRICE		VC		PREVIOUS ASSESSMENTS (HISTORY)							
NEW LONDON CITY OF-OCEAN BEACH				0000	0000	01-01-1900	U	V		0		Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed			
												2024	21	37,549,100	2023	21	37,549,100	2023	21	37,549,100			
													22	3,081,000		22	3,081,000		22	3,081,000			
													25	2,055,500		25	2,055,500		25	2,055,500			
										Total		42,685,600		Total		42,685,600		Total		42,685,600			
EXEMPTIONS						OTHER ASSESSMENTS						This signature acknowledges a visit by a Data Collector or Assessor											
Year	Code	Description			Amount		Code	Description		Number	Amount											Comm Int	
				Total		0.00																	
ASSESSING NEIGHBORHOOD										APPRAISED VALUE SUMMARY Appraised Bldg. Value (Card) 4,401,400 Appraised Xf (B) Value (Bldg) 0 Appraised Ob (B) Value (Bldg) 2,936,500 Appraised Land Value (Bldg) 53,641,600 Special Land Value 0 Total Appraised Parcel Value 60,979,500 Valuation Method C Total Appraised Parcel Value 60,979,500													
Nbhd		Nbhd Name			B			Tracing												Batch			
1																							
NOTES																							
OB#5=BOARDWALK CONNECTED W/BLDG ON CARD 1 BROADWALK CREAMERY																							
BUILDING PERMIT RECORD										VISIT / CHANGE HISTORY													
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments		Date	Id	Type	Is	Cd	Purpost/Result								
LAND LINE VALUATION SECTION																							
B	Use Code	Description	Zone	Dist	Land	Land Units	Unit Price	I. Factor	Site Index	Cond.	Nbhd.	Nhbd Adj	Notes		Location Adjustment		Adj Unit Pric	Land Value					
2	903C	MUNICIPAL MD	OS			0 SF	0.00	0.00000	0	0.00		1.000			0			0					
		2025-09 CONL															June 27, 2025						
Total Card Land Units						0.00 AC	Parcel Total Land Area: 50.00						Total Land Value						53,641,600				

90
AOF
BAS

40

40

40



June 27, 2025

CURRENT OWNER		TOPO		UTILITIES		STRT / ROAD		LOCATION		CURRENT ASSESSMENT				6095 NEW LONDON, CT VISION						
NEW LONDON CITY OF-OCEAN BEA 181 CAPTAINS WALK NEW LONDON, CT 06320		1	Level	2	Public Water	1	Paved	1	Urban	Description	Code	Appraised	Assessed							
		6	Waterfront	3	Public Sewer			7	Waterfront	EX COM LN	21	53,641,600	37,549,100							
										EX COM BL	22	4,401,400	3,081,000							
		SUPPLEMENTAL DATA								EX CM OTB	25	2,936,500	2,055,500							
		Alt Prcl ID 1/ 1/ 1/ / DISTRICT PHOTO WARD PREC TRACT 6909 GIS ID 1				BLOCK F28 FIRE/PHO IE REQ OLD ACC F28 0001 0001 FREEZE X Assoc Pid#				Total		60,979,500	42,685,600							
RECORD OF OWNERSHIP			BK-VOL/PAGE		SALE DATE		Q/U		V/I		SALE PRICE		VC		PREVIOUS ASSESSMENTS (HISTORY)					
NEW LONDON CITY OF-OCEAN BEACH			0000 0000		01-01-1900		U		V		0				Year	Code	Assessed	Year	Code	Assessed
															2024	21	37,549,100	2023	21	37,549,100
																22	3,081,000		22	3,081,000
														25	2,055,500		25	2,055,500		
													Total	42,685,600	Total	42,685,600	Total	42,685,600		
EXEMPTIONS				OTHER ASSESSMENTS				This signature acknowledges a visit by a Data Collector or Assessor												
Year	Code	Description		Amount		Code	Description													Number
		Total		0.00																
ASSESSING NEIGHBORHOOD										APPRAISED VALUE SUMMARY Appraised Bldg. Value (Card) 4,401,400 Appraised Xf (B) Value (Bldg) 0 Appraised Ob (B) Value (Bldg) 2,936,500 Appraised Land Value (Bldg) 53,641,600 Special Land Value 0 Total Appraised Parcel Value 60,979,500 Valuation Method C Total Appraised Parcel Value 60,979,500										
Nbhd		Nbhd Name		B		Tracing		Batch												
1																				
NOTES																				
16 GL-BLDG # 4 DEMO'D OPEN BLD=ADDITIONAL FUNC IMP CODE 21=OPEN BLDING PUMPING STATION																				
BUILDING PERMIT RECORD										VISIT / CHANGE HISTORY										
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments		Date	Id	Type	Is	Cd	Purpost/Result					
LAND LINE VALUATION SECTION																				
B	Use Code	Description	Zone	Dist	Land	Land Units	Unit Price	I. Factor	Site Index	Cond.	Nbhd.	Nhbd Adj	Notes	Location Adjustment	Adj Unit Pric	Land Value				
3	903I	MUNICIPAL MD	OS			0 SF	0.00	0.00000	0	0.00		1.000		0		0				
		2025-09 CONL												June 27, 2025						
Total Card Land Units						0.00	AC	Parcel Total Land Area: 50.00				Total Land Value				53,641,600				

CONSTRUCTION DETAIL						CONSTRUCTION DETAIL (CONTINUED)					
Element	Cd	Description				Element	Cd	Description			
Style:	25	Service Shop									
Model	96	Ind/Lg UnfinCM									
Grade	06	Good									
Stories:	1										
Occupancy											
Exterior Wall 1	20	Brick/Masonry									
Exterior Wall 2											
Roof Structure	03	Gable/Hip									
Roof Cover	05	Corrugated Asb									
Interior Wall 1	01	Minim/Masonry									
Interior Wall 2											
Interior Floor 1	03	Concr-Finished									
Interior Floor 2											
Heating Fuel	01	Coal or Wood									
Heating Type	01	None									
AC Type	01	None									
Bldg Use	903I	MUNICIPAL MDL-96									
Total Rooms											
Total Bedrms	00										
Total Baths	1										
Conv Type											
Heat/AC	00	NONE									
Frame Type	03	MASONRY									
Baths/Plumbing	01	LIGHT									
Ceiling/Wall	02	CEILING ONLY									
Rooms/Prtns	02	AVERAGE									
Wall Height	8.00										
% Comn Wall	0.00										
1st Floor Use:	903I										

CURRENT OWNER				TOPO		UTILITIES		STRT / ROAD		LOCATION		CURRENT ASSESSMENT						6095 NEW LONDON, CT VISION								
NEW LONDON CITY OF-OCEAN BEA 181 CAPTAINS WALK NEW LONDON, CT 06320				1	Level	2	Public Water	1	Paved	1	Urban	Description		Code	Appraised		Assessed									
				6	Waterfront	3	Public Sewer			7	Waterfront	EX COM LN		21	53,641,600		37,549,100									
												EX COM BL		22	4,401,400		3,081,000									
				SUPPLEMENTAL DATA								EX CM OTB		25	2,936,500		2,055,500									
				Alt Prcl ID 1/ 1/ 1/ / DISTRICT PHOTO WARD PREC TRACT 6909 GIS ID 1				BLOCK F28 FIRE/PHO IE REQ OLD ACC F28 0001 0001 FREEZE X Assoc Pid#																		
												Total		60,979,500		42,685,600										
RECORD OF OWNERSHIP				BK-VOL/PAGE		SALE DATE		Q/U		V/I		SALE PRICE		VC		PREVIOUS ASSESSMENTS (HISTORY)										
NEW LONDON CITY OF-OCEAN BEACH				0000		0000		01-01-1900		U		V		0				Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed
																		2024	21	37,549,100	2023	21	37,549,100	2023	21	37,549,100
																			22	3,081,000		22	3,081,000		22	3,081,000
																			25	2,055,500		25	2,055,500		25	2,055,500
												Total		42,685,600		Total		42,685,600		Total		42,685,600				
EXEMPTIONS						OTHER ASSESSMENTS						This signature acknowledges a visit by a Data Collector or Assessor														
Year	Code	Description				Amount		Code	Description		Number											Amount		Comm Int		
Total				0.00																						
ASSESSING NEIGHBORHOOD																										
Nbhd			Nbhd Name			B			Tracing			Batch														
1																										
NOTES																										
												Appraised Bldg. Value (Card)										4,401,400				
												Appraised Xf (B) Value (Bldg)										0				
												Appraised Ob (B) Value (Bldg)										2,936,500				
												Appraised Land Value (Bldg)										53,641,600				
												Special Land Value										0				
												Total Appraised Parcel Value										60,979,500				
												Valuation Method										C				
												Total Appraised Parcel Value										60,979,500				
BUILDING PERMIT RECORD												VISIT / CHANGE HISTORY														
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments				Date	Id	Type	Is	Cd	Purpost/Result									
LAND LINE VALUATION SECTION																										
B	Use Code	Description	Zone	Dist	Land	Land Units	Unit Price	I. Factor	Site Index	Cond.	Nbhd.	Nhbd Adj	Notes		Location Adjustment		Adj Unit Pric	Land Value								
4	903I	MUNICIPAL MD	OS			0 SF	0.00	0.00000	0	0.00		1.000				0		0								
		2025-09 CONL															June 27, 2025									
Total Card Land Units						0.00	AC	Parcel Total Land Area: 50.00						Total Land Value						53,641,600						

CONSTRUCTION DETAIL						CONSTRUCTION DETAIL (CONTINUED)					
Element	Cd	Description				Element	Cd	Description			
Style:	48	Warehouse									
Model	96	Ind/Lg UnfinCM									
Grade	02	Below Ave									
Stories:	1										
Occupancy						MIXED USE					
Exterior Wall 1	11	Clapboard				Code	Description			Percentage	
Exterior Wall 2						903I	MUNICIPAL MDL-96			100	
Roof Structure	02	Shed								0	
Roof Cover	02	Rolled Compos								0	
Interior Wall 1	01	Minim/Masonry				COST / MARKET VALUATION					
Interior Wall 2						RCN				73,651	
Interior Floor 1	03	Concr-Finished									
Interior Floor 2											
Heating Fuel	01	Coal or Wood				Year Built				1957	
Heating Type	01	None				Effective Year Built				1988	
AC Type	01	None				Depreciation Code				AV	
Bldg Use	903I	MUNICIPAL MDL-96				Remodel Rating					
Total Rooms						Year Remodeled					
Total Bedrms	00					Depreciation %				53	
Total Baths	0					Functional Obsol				0	
Conv Type						External Obsol				0	
Heat/AC	00	NONE				Trend Factor				1	
Frame Type	02	WOOD FRAME				Condition					
Baths/Plumbing	01	LIGHT				Condition %					
Ceiling/Wall	02	CEILING ONLY				Percent Good				47	
Rooms/Prtns	02	AVERAGE				RCNLD				34,600	
Wall Height	10.00					Dep % Ovr					
% Comn Wall	0.00					Dep Ovr Comment					
1st Floor Use:	903I					Misc Imp Ovr					
						Misc Imp Ovr Comment					
						Cost to Cure Ovr					
						Cost to Cure Ovr Comment					
OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)											
Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Good	Grade	Grade Adj	Appr. Value	
BUILDING SUB-AREA SUMMARY SECTION											
Code	Description	Living Area		Floor Area	Eff Area	Unit Cost	Undeprec Value				
BAS	First Floor	1,300		1,300	1,300	56.65	73,651				
2025-09 CONL											
Ttl Gross Liv / Lease Area		1,300		1,300	1,300		73,651				

BAS

26

50



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June 27, 2025

CURRENT OWNER				TOPO		UTILITIES		STRT / ROAD		LOCATION		CURRENT ASSESSMENT						6095 NEW LONDON, CT VISION							
NEW LONDON CITY OF-OCEAN BEA 181 CAPTAINS WALK NEW LONDON, CT 06320				1	Level	2	Public Water	1	Paved	1	Urban	Description		Code	Appraised		Assessed								
				6	Waterfront	3	Public Sewer			7	Waterfront	EX COM LN	21	53,641,600		37,549,100									
												EX COM BL	22	4,401,400		3,081,000									
				SUPPLEMENTAL DATA								EX CM OTB	25	2,936,500		2,055,500									
				Alt Prcl ID 1/ 1/ 1/ / DISTRICT PHOTO WARD PREC TRACT 6909 GIS ID 1				BLOCK F28 FIRE/PHO IE REQ OLD ACC F28 0001 0001 FREEZE X Assoc Pid#				Total		60,979,500		42,685,600									
RECORD OF OWNERSHIP				BK-VOL/PAGE		SALE DATE		Q/U		V/I		SALE PRICE		VC		PREVIOUS ASSESSMENTS (HISTORY)									
NEW LONDON CITY OF-OCEAN BEACH				0000 0000		01-01-1900		U		V		0				Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed	
																2024	21	37,549,100	2023	21	37,549,100	2023	21	37,549,100	
																	22	3,081,000		22	3,081,000		22	3,081,000	
																	25	2,055,500		25	2,055,500		25	2,055,500	
												Total		42,685,600		Total		42,685,600		Total		42,685,600			
EXEMPTIONS						OTHER ASSESSMENTS						This signature acknowledges a visit by a Data Collector or Assessor													
Year	Code	Description				Amount		Code	Description		Number											Amount		Comm Int	
Total				0.00																					
ASSESSING NEIGHBORHOOD												Appraised Bldg. Value (Card) 4,401,400 Appraised Xf (B) Value (Bldg) 0 Appraised Ob (B) Value (Bldg) 2,936,500 Appraised Land Value (Bldg) 53,641,600 Special Land Value 0 Total Appraised Parcel Value 60,979,500 Valuation Method C Total Appraised Parcel Value 60,979,500													
Nbhd		Nbhd Name				B		Tracing														Batch			
1																									
NOTES																									
04GL ADD OMITTED FENCE \$																									
BUILDING PERMIT RECORD												VISIT / CHANGE HISTORY													
Permit Id		Issue Date		Type	Description		Amount		Insp Date	% Comp	Date Comp		Comments		Date	Id	Type	Is	Cd	Purpost/Result					
LAND LINE VALUATION SECTION																									
B	Use Code	Description		Zone	Dist	Land	Land Units		Unit Price	I. Factor	Site Index	Cond.	Nbhd.	Nhbd Adj	Notes		Location Adjustment		Adj Unit Pric	Land Value					
5	903C	MUNICIPAL MD		OS			0	SF	0.00	0.00000	0	0.00		1.000					0	0					
		2025-09 CONL																							
Total Card Land Units							0.00	AC	Parcel Total Land Area: 50.00							Total Land Value							53,641,600		

The diagram shows a step function with two steps. The first step has a height of 12 and a width of 42. The second step has a height of 28 and a width of 24. The total area is 146. The label 'BAS' is above the first step, and 'CAN' is below the second step.

Step	Height	Width	Area
1	12	42	504
2	28	24	672
Total			146

CURRENT OWNER		TOPO		UTILITIES		STRT / ROAD		LOCATION		CURRENT ASSESSMENT				6095 NEW LONDON, CT VISION																					
NEW LONDON CITY OF-OCEAN BEA 181 CAPTAINS WALK NEW LONDON, CT 06320		1	Level	2	Public Water	1	Paved	1	Urban	Description	Code	Appraised	Assessed																						
		6	Waterfront	3	Public Sewer			7	Waterfront	EX COM LN	21	53,641,600	37,549,100																						
										EX COM BL	22	4,401,400	3,081,000																						
SUPPLEMENTAL DATA										EX CM OTB	25	2,936,500	2,055,500																						
Alt Prcl ID 1/ 1/ 1/ / DISTRICT PHOTO WARD PREC TRACT 6909 GIS ID 1										BLOCK F28 FIRE/PHO IE REQ OLD ACC F28 0001 0001 FREEZE X Assoc Pid#																									
										Total		60,979,500		42,685,600																					
RECORD OF OWNERSHIP				BK-VOL/PAGE		SALE DATE		Q/U V/I		SALE PRICE		VC		PREVIOUS ASSESSMENTS (HISTORY)																					
NEW LONDON CITY OF-OCEAN BEACH				0000 0000		01-01-1900		U V		0				Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed													
														2024	21	37,549,100	2023	21	37,549,100	2023	21	37,549,100													
															22	3,081,000		22	3,081,000		22	3,081,000													
													25	2,055,500		25	2,055,500		25	2,055,500															
												Total		42,685,600		Total		42,685,600		Total		42,685,600													
EXEMPTIONS				OTHER ASSESSMENTS				This signature acknowledges a visit by a Data Collector or Assessor																											
Year	Code	Description		Amount		Code	Description		Number	Amount		Comm Int																							
Total				0.00																															
ASSESSING NEIGHBORHOOD																																			
Nbhd		Nbhd Name				B				Tracing				Batch																					
1																																			
NOTES																																			
																		Appraised Bldg. Value (Card)														4,401,400			
																		Appraised Xf (B) Value (Bldg)														0			
Appraised Ob (B) Value (Bldg)																		2,936,500																	
Appraised Land Value (Bldg)																		53,641,600																	
Special Land Value																		0																	
Total Appraised Parcel Value																		60,979,500																	
Valuation Method																		C																	
Total Appraised Parcel Value																		60,979,500																	
BUILDING PERMIT RECORD																		VISIT / CHANGE HISTORY																	
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments										Date	Id	Type	Is	Cd	Purpost/Result												
LAND LINE VALUATION SECTION																																			
B	Use Code	Description	Zone	Dist	Land	Land Units	Unit Price	I. Factor	Site Index	Cond.	Nbhd.	Nhbd Adj	Notes	Location Adjustment		Adj Unit Pric	Land Value																		
6	903C	MUNICIPAL MD	OS			0 SF	0.00	0.00000	0	0.00		1.000				0		0																	
2025-09 CONL																																			
Total Card Land Units						0.00	AC	Parcel Total Land Area: 50.00						Total Land Value						53,641,600															

A diagram of a stepped polygon, likely representing a building footprint. The vertices are labeled with numbers: 8 (top-left), 13 (bottom-right), 16 (bottom-left), 20 (top-left), 21 (top-right), and 36 (middle-right). The center of the polygon is labeled "BAS".

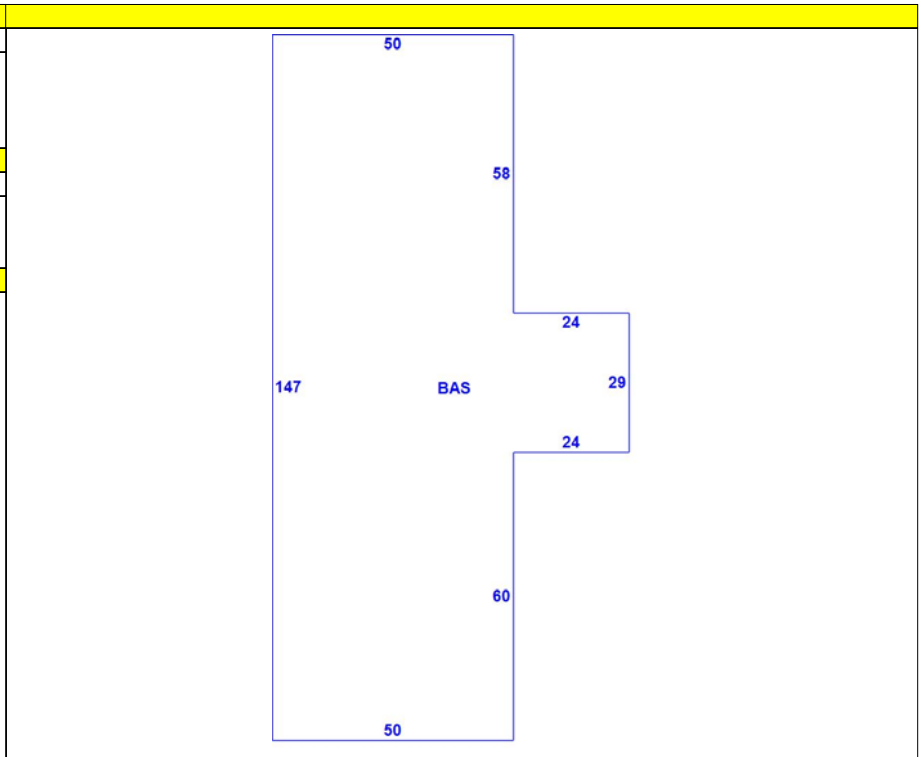
A wide-angle photograph of a cloudy sky. The sky is filled with large, white, puffy clouds against a pale blue background. In the foreground, the tops of several tall, thin grass stalks are visible, some with seed heads. The grass appears to be blowing in the wind. The overall scene is bright and airy.A photograph of a paved area, likely a parking lot or plaza, with two large planters in the foreground. The planter on the left is blue, and the one on the right is white. A yellow curb runs across the middle of the frame. In the background, there is a building with blue and white siding and a person standing near a blue trash can. The date "June 27, 2025" is printed in the bottom right corner.

CURRENT OWNER				TOPO		UTILITIES		STRT / ROAD		LOCATION		CURRENT ASSESSMENT															
NEW LONDON CITY OF-OCEAN BEA 181 CAPTAINS WALK NEW LONDON, CT 06320				1	Level	2	Public Water	1	Paved	1	Urban	Description		Code	Appraised		Assessed		6095 NEW LONDON, CT								
				6	Waterfront	3	Public Sewer			7	Waterfront	EX COM LN	21	53,641,600		37,549,100											
												EX COM BL	22	4,401,400		3,081,000											
												EX CM OTB	25	2,936,500		2,055,500											
				SUPPLEMENTAL DATA																							
				Alt Prcl ID 1/ 1/ 1/ / DISTRICT PHOTO WARD PREC TRACT 6909 GIS ID 1										BLOCK F28 FIRE/PHO IE REQ OLD ACC F28 0001 0001 FREEZE X Assoc Pid#								VISION					
Total		60,979,500		42,685,600																							
RECORD OF OWNERSHIP				BK-VOL/PAGE		SALE DATE		Q/U		V/I		SALE PRICE		VC		PREVIOUS ASSESSMENTS (HISTORY)											
NEW LONDON CITY OF-OCEAN BEACH				0000 0000		01-01-1900		U		V		0				Year		Code	Assessed	Year	Code	Assessed	Year	Code	Assessed		
																2024		21	37,549,100	2023		21	37,549,100	2023		21	37,549,100
																		22	3,081,000			22	3,081,000			22	3,081,000
																		25	2,055,500			25	2,055,500			25	2,055,500
																Total		42,685,600		Total		42,685,600		Total		42,685,600	
EXEMPTIONS						OTHER ASSESSMENTS						This signature acknowledges a visit by a Data Collector or Assessor															
Year	Code	Description				Amount		Code	Description		Number											Amount		Comm Int			
Total				0.00																							
ASSESSING NEIGHBORHOOD																											
Nbhd		Nbhd Name				B		Tracing		Batch		APPRAISED VALUE SUMMARY Appraised Bldg. Value (Card) 4,401,400 Appraised Xf (B) Value (Bldg) 0 Appraised Ob (B) Value (Bldg) 2,936,500 Appraised Land Value (Bldg) 53,641,600 Special Land Value 0 Total Appraised Parcel Value 60,979,500 Valuation Method C Total Appraised Parcel Value 60,979,500															
1																											
NOTES																											
6/2019-PAVILLION REBUILT																											
23 GL-NO DCK2 UNLESS ITS THE BOARDWALK PAVILION PICKED UP IN SKETCH CARD 5.												03' GL WORK OUT WORLD BUILDING IS CURVED=SQ OFF															
BUILDING PERMIT RECORD												VISIT / CHANGE HISTORY															
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments				Date	Id	Type	Is	Cd	Purpost/Result										
LAND LINE VALUATION SECTION																											
B	Use Code	Description	Zone	Dist	Land	Land Units	Unit Price	I. Factor	Site Index	Cond.	Nbhd.	Nhbd Adj	Notes		Location Adjustment		Adj Unit Pric	Land Value									
7	903C	MUNICIPAL MD	OS			0 SF	0.00	0.00000	0	0.00		1.000			0			0									
2025-09 CONL												Page 42 of 73		June 27, 2025													
Total Card Land Units						0.00 AC	Parcel Total Land Area: 50.00						Total Land Value						53,641,600								

CONSTRUCTION DETAIL						CONSTRUCTION DETAIL (CONTINUED)					
Element	Cd	Description	Element	Cd	Description						
Style:	48	Warehouse									
Model	94	Commercial									
Grade	06	Good									
Stories:	1										
Occupancy	0.00										
Exterior Wall 1	25	Vinyl Siding									
Exterior Wall 2											
Roof Structure	01	Flat									
Roof Cover	04	Tar & Gravel									
Interior Wall 1	01	Minim/Masonry									
Interior Wall 2											
Interior Floor 1	03	Concr-Finished									
Interior Floor 2											
Heating Fuel	04	Electric									
Heating Type	01	None									
AC Type	01	None									
Bldg Use	903C	MUNICIPAL MDL-94									
Total Rooms											
Total Bedrms	00										
Total Baths	0										
Conv Type											
Heat/AC	01	HEAT/AC PKGS									
Frame Type	03	MASONRY									
Baths/Plumbing	03	ABOVE AVERAGE									
Ceiling/Wall	06	CEIL & WALLS									
Rooms/Prtns	02	AVERAGE									
Wall Height	10.00										
% Comn Wall	0.00										
1st Floor Use:	903C										

OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)										
Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Good	Grade	Grade Adj	Appr. Value
FOP	COVRD PATIO	L	7,500	54.00	2019		100		0.00	405,000
DCK2	COMM DOCK	L	40,200	99.00	1943		50		0.00	1,989,900

BUILDING SUB-AREA SUMMARY SECTION							
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value	
BAS	First Floor	8,046	8,046	8,046	53.03	426,707	
2025-09 CONL							
Ttl Gross Liv / Lease Area		8,046	8,046	8,046			



CURRENT OWNER		TOPO		UTILITIES		STRT / ROAD		LOCATION		CURRENT ASSESSMENT				6095 NEW LONDON, CT VISION									
NEW LONDON CITY OF-OCEAN BEA 181 CAPTAINS WALK NEW LONDON, CT 06320		1	Level	2	Public Water	1	Paved	1	Urban	Description	Code	Appraised	Assessed										
		6	Waterfront	3	Public Sewer			7	Waterfront	EX COM LN	21	53,641,600	37,549,100										
										EX COM BL	22	4,401,400	3,081,000										
SUPPLEMENTAL DATA										EX CM OTB	25	2,936,500	2,055,500										
Alt Prcl ID 1/ 1/ 1/ / DISTRICT PHOTO WARD PREC TRACT 6909 GIS ID 1										BLOCK F28 FIRE/PHO IE REQ OLD ACC F28 0001 0001 FREEZE X Assoc Pid#													
										Total		60,979,500		42,685,600									
RECORD OF OWNERSHIP				BK-VOL/PAGE		SALE DATE		Q/U V/I		SALE PRICE		VC		PREVIOUS ASSESSMENTS (HISTORY)									
NEW LONDON CITY OF-OCEAN BEACH				0000 0000		01-01-1900		U V		0				Year	Code	Assessed	Year	Code	Assessed				
														2024	21	37,549,100	2023	21	37,549,100				
															22	3,081,000		22	3,081,000				
														25	2,055,500		25	2,055,500					
Total														42,685,600		Total		42,685,600		Total		42,685,600	
EXEMPTIONS				OTHER ASSESSMENTS				This signature acknowledges a visit by a Data Collector or Assessor															
Year	Code	Description		Amount		Code	Description											Number	Amount	Comm Int			
Total				0.00							APPRAISED VALUE SUMMARY												
Nbhd		Nbhd Name		B		Tracing		Batch		Appraised Bldg. Value (Card)					4,401,400								
1										Appraised Xf (B) Value (Bldg)					0								
										Appraised Ob (B) Value (Bldg)					2,936,500								
										Appraised Land Value (Bldg)					53,641,600								
										Special Land Value					0								
										Total Appraised Parcel Value					60,979,500								
										Valuation Method					C								
										Total Appraised Parcel Value					60,979,500								
BUILDING PERMIT RECORD										VISIT / CHANGE HISTORY													
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments		Date	Id	Type	Is	Cd	Purpost/Result								
LAND LINE VALUATION SECTION																							
B	Use Code	Description	Zone	Dist	Land	Land Units	Unit Price	I. Factor	Site Index	Cond.	Nbhd.	Nhbd Adj	Notes	Location Adjustment	Adj Unit Pric	Land Value							
8	903C	MUNICIPAL MD	OS			0 SF	0.00	0.00000	0	0.00		1.000		0		0							
2025-09 CONL																							
Total Card Land Units						0.00	AC	Parcel Total Land Area: 50.00				Total Land Value				53,641,600							

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd	Description	Element	Cd	Description
Style:	91	Fast Fd Local			
Model	94	Commercial			
Grade	02	Below Ave			
Stories:	1				
Occupancy	0.00		MIXED USE		
Exterior Wall 1	15	Concr/Cinder	Code	Description	Percentage
Exterior Wall 2			903C	MUNICIPAL MDL-94	100
Roof Structure	01	Flat			0
Roof Cover	03	Asph/F Gls/Cmp			0
Interior Wall 1	01	Minim/Masonry	COST / MARKET VALUATION		
Interior Wall 2					
Interior Floor 1	03	Concr-Finished	RCN		70,160
Interior Floor 2					
Heating Fuel	01	Coal or Wood	Year Built		1957
Heating Type	01	None	Effective Year Built		1988
AC Type	03	Central	Depreciation Code		AV
Bldg Use	903C	MUNICIPAL MDL-94	Remodel Rating		
Total Rooms			Year Remodeled		
Total Bedrms	00		Depreciation %		53
Total Baths	0		Functional Obsol		0
Conv Type			External Obsol		0
Heat/AC	00	NONE	Trend Factor		1
Frame Type	03	MASONRY	Condition		
Baths/Plumbing	01	LIGHT	Condition %		
Ceiling/Wall	02	CEILING ONLY	Percent Good		47
Rooms/Prtns	02	AVERAGE	RCNLD		33,000
Wall Height	7.00		Dep % Ovr		
% Comn Wall	0.00		Dep Ovr Comment		
1st Floor Use:	903C		Misc Imp Ovr		
			Misc Imp Ovr Comment		
			Cost to Cure Ovr		
			Cost to Cure Ovr Comment		

[illegible][illegible]

A diagram of a rectangular plot. The plot is outlined in blue. The dimensions are labeled as follows: the top horizontal side is 55, the bottom horizontal side is 60, the left vertical side is 20, and the right vertical side is 17. The right side has a small step at the top, with a horizontal segment of 5 and a vertical segment of 3. The label "BAS" is centered within the plot.



Exhibit B

VENDOR AFFIDAVIT

Mr. Joshua Montague
City of New London
Purchasing Agent
13 Masonic Street
New London, CT 06320

Dear Mr. Montague,

We have read the Request for Qualifications/Proposals 2025-09 Contracted Facilities and Event Management Services for Ocean Beach Park and fully understand its intent and contents. We certify that we have adequate personnel, insurance, equipment, and experience to fulfill the specified requirements. We understand that our ability to meet the criteria and provide the required services shall be judged solely by CITY.

It is further understood and agreed that all information included in or attached to our proposal that is required by the Request for Qualifications/Proposals and shall be public record upon delivery to CITY unless marked "CONFIDENTIAL". In addition, we are aware that CITY reserves the right to reject any or all bids.

We certify that, to the best of our knowledge and belief, the information in the proposal has been arrived at independently, without collusion, consultation, communication, or agreement with any other vendor or competitor. The submission of a proposal shall serve as conclusive evidence that the vendor is satisfied as to all requirements outlined in the RFQP and to all conditions serving to control the execution of any contract which may ensue.

Also, we attest that the employment policies and practices of our Company are to recruit and employ qualified job applicants without discrimination based on race, creed, color, religion, age, sex, national origin or handicap and to treat all employees equally without discrimination because of race, creed, color religion, age, sex, national origin or handicap.

We warrant that we are willing and able to obtain the necessary insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.

We warrant that all information provided by it in connection with this RFQP is true and accurate.

Signed By: _____

Date: _____

Vendor Name: _____

Name & Title of Vendor Authorized Signer: _____

Exhibit C

CITY FORMS

*These forms must be submitted with all other required documents. If a particular form is not applicable, please mark "N/A".



City of New London

Department of Finance-Purchasing Agent

13 Masonic Street • New London, CT 06320 • Phone (860) 447-5215 • Fax (860) 447-5297

Request for Qualifications/Proposals *Specifications and Proposal Documents Attached*

Proposal No.: 2025-09 CONL

Due Date and Time: September 24, 2025 at 2:00 P.M.

Title: Contracted Facilities and Event Management Services For Ocean Beach Park

Special Instructions:

- All questions are due by August 20, 2025 4:00 P.M. You must email Joshua Montague jmontague@newlondonct.gov.
- You must submit one (1) hard copy of the proposal along with one (1) electronic file in PDF format on a USB drive.
- A bid opening will take place at 13 Masonic Street, New London, CT 06320. Only a list of those companies that submit proposals will be read aloud. No pricing or proposed management fees will be disclosed at this time.
- Bonds are NOT required for this RFQ/P.
- The City's standard contract is included for reference only. The final contract terms will be negotiated with the selected operator.

The following information must appear in the lower left hand corner of the envelope:

Sealed Proposal No.: 2025-09 CONL

Not to be opened until September 24, 2025 at 2:00 P.M.

Return Proposal to:

Joshua Montague, Accounting/Purchasing Agent
City of New London
13 Masonic Street*
New London, CT 06320

*13 Masonic Street is located on the upper level of the building. Enter 13 Masonic Street through the single door to the right of the double doors.

Qualifications/proposals cannot be accepted after the Proposal Opening Date and Time indicated above and will be returned unopened.



City of New London

Department of Finance-Purchasing Agent

13 Masonic Street • New London, CT 06320 • Phone (860) 447-5215 • Fax (860) 447-5297

PLEASE RETURN THIS FORM IMMEDIATELY

Acknowledgement: Receipt of Request for qualifications/proposals

Proposal No.: **2025-09 CONL**
Contracted Facilities and Event Management Services for Ocean Beach Park

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help us to maintain proper follow-up procedures and will ensure that you receive any addendum that may be issued.

Date Issued: June 27, 2025

Date documents received: _____/_____/_____

Do you plan to submit a response? Yes _____ No _____

Print or type the following information:

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

E-mail: _____

Received by: _____

Note: E-mailed acknowledgements are requested.

E-mail: jmontague@newlondonct.gov

***Note: This form may be returned to receive notifications of any amendments or addendum that are issued, but it is NOT required in order to submit a proposal. The potential operators bear the responsibility of ensuring they have received the most current updates to the RFQ/P by checking the City and State websites.**



City of New London

Department of Finance-Purchasing Agent

13 Masonic Street • New London, CT 06320 • Phone (860) 447-5215 • Fax (860) 447-5297

Request for qualifications/proposals(RFQ/P) and Contract Terms and Conditions

All Requests for Qualifications/Proposals issued by the City of New London (City) will bind Proposers to the terms and conditions listed below, unless specified otherwise in any individual Request for Qualifications/proposals.

Incorporated by reference into this contract are the provisions of Article IV., Section 2-66 through 2-71 and Section 2-73 of the Code of Ordinances of the City of New London.

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

Submission of Qualifications/proposals

1. Qualifications/proposals must be submitted on forms supplied by the City of New London or in the format requested in the specifications. Telephone, facsimile or e-mail qualifications/proposals will not be accepted in response to a Request for Qualifications/proposals. An original and one (1) copy, unless otherwise indicated in the specifications, of the Proposal Form shall be returned to the Purchasing Agent.
2. The date and time qualifications/proposals are to be opened are given in each Request for Qualifications/proposals issued. Qualifications/proposals received after the specified date and time of the proposal opening given in each Request for Qualifications/proposals will not be considered. Proposal envelopes must clearly indicate the proposal number as well as the date and time of the proposal opening. The name and address of the proposer should appear in the upper left-hand corner of the envelope.
3. Incomplete proposal forms may result in the rejection of the proposal. Amendments to qualifications/proposals received by the Purchasing Agent after the date and time specified for the proposal opening shall not be considered. Qualifications/proposals shall be computer prepared, typewritten or handwritten in ink. Qualifications/proposals submitted in pencil shall be rejected. A person duly authorized to sign qualifications/proposals for the proposer shall sign all qualifications/proposals. Unsigned qualifications/proposals shall be rejected. The person signing the Proposal Form or their authorized designee must initial errors, alterations or corrections on both the original and copy of the Proposal Form to be returned. In the event an authorized designee initials a correction, there must be written authorization from the person signing the Proposal Form to the person initialing the erasure, alterations or corrections. Failure to do so shall result in rejection of the proposal for those items erased, altered or corrected and not initialed.
4. Conditional qualifications/proposals are subject to rejection in whole or in part. A conditional proposal is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the Request for Qualifications/proposals.
5. Alternate qualifications/proposals will not be considered. An alternate Proposal is defined as one that is submitted in addition to the proposer's primary response to the Request for Qualifications/proposals.
6. Prices should be extended in decimal, not fraction, to be net and shall include delivery and transportation charges fully prepaid by the Contractor to the destination specified in the Request for Qualifications/proposals and subject only to cash discount.
7. Pursuant to Sections 12-412 and 12-412(1) of the Connecticut General Statutes, the City of New London is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in the proposal prices.
8. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

Affirmative Action – Equal Opportunity Employer

Request for qualifications/proposals(RFQ/P) and Contract Terms and Conditions (con't)

9. By its submission the Proposer represents that the proposal is not made in connection with any other Proposer submitting a proposal for the same commodity or commodities and is in all respects fair and without collusion or fraud.
10. All qualifications/proposals will be opened and read publicly and upon award are subject to public inspection.

Guaranty or Surety- ****NOT REQUIRED FOR THIS RFQ/P****

11. Bid bonds, performance bonds, and labor and material bonds will be required as specified below. Guaranty or surety may be in the form of certified check. Bonds must meet the following requirements: Corporation – must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all of the partners and indicate they are “doing business as”; Individual – must be signed by the owner and indicated as “Owner”. The surety company executing the bond or countersigning must be licensed in Connecticut and an official of the surety company must sign the bond with the corporate seal affixed over the signature. Signatures of two (2) witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

Bid Bond – Ten percent (10%) due at time of bid for all contract services and public works/construction projects that exceed twenty thousand dollars (\$20,000.00)

Performance Bond – One hundred percent (100%) of contract price for projects that exceed fifty thousand dollars (\$50,000.00).

Labor and Material Payment Bonds – One hundred percent (100%) of contract price for projects that exceed fifty thousand dollars (\$50,000.00).

Award

12. Award of this contract will be made to the lowest responsible, qualified proposer and will be based on net cost and City specifications. The City of New London reserves the right to reject any and all qualifications/proposals or parts thereof, to waive any informality and to award this contract to other than the low proposer and to make multiple awards if deemed in the best interest of the City.
13. The City of New London allows a fifteen percent (15%) local vendor preference. A New London based business will be considered the lowest responsible proposer if it's proposal is within fifteen percent (15%) of the low proposer and it is willing to accept the award at the low proposal price. Any proposer claiming to be a New London based business must provide documentation that all of its motor vehicles are registered in New London and that payment of all of its property and motor vehicle taxes are current.
14. The City of New London may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.
15. The Purchasing Agent may correct inaccurate awards resulting from clerical or administrative errors.

Other Requirements

16. The City has an employment preference goal that jobs be offered to local residents on public prevailing wage projects with thresholds great than \$100,000 for renovation and \$1,000,000 for new construction. For such projects, it is understood that contractors shall make a good faith effort to employ a participating workforce comprised of twenty-five (25%) local residents of New London County, CT, with residents of the City of New London, CT getting a priority representing fifty percent (50%) of said participation, which will include twenty-five percent (25%) female and minority.

Request for qualifications/proposals(RFQ/P) and Contract Terms and Conditions (con't)

17. The City has an employee training preference goal that apprenticeship opportunities be made available for state licensed trades on public prevailing wage projects with thresholds greater than \$100,000 for renovation and \$1,000,000 for new construction. For such projects, it is understood that contractors shall make a good faith effort to employ a minimum of ten percent (10%) of the workforce per state licensed trade as apprentices and, of this number, a minimum of fifty percent (50) shall be in the first year of apprenticeship training.

Contract

18. The existence of a contract shall be determined in accordance with the requirements set forth above.
19. The Contractor shall not assign or otherwise dispose its contract or its right, title or interest, or its power to execute such contract to any other person, firm or corporation without the prior written consent of the City of New London.
20. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority for the City of New London to purchase these commodities or services on the open market. The contractor agrees to promptly reimburse the City of New London for excess cost of these purchases. The purchases will be deducted from the contracted quantities.
21. The Contractor agrees to hold the City of New London harmless from liability of any kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the Contract; Guarantee its products against defective material or workmanship; repair damages of any kind, for which it is responsible to the premises or equipment, to its own work or to the work of other contractors; obtain and pay for all licenses, permits, fees etc., and to give all notices and comply with all requirements of the City of New London, the State of Connecticut and the U.S. Government.
22. Insurance requirements generally apply to contract services, professional services and public works improvement/construction projects. The Contractor will carry commercial general liability insurance to protect the City of New London from loss. The following minimum limits shall be met:

Bodily Injury and Property Damage – One million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) aggregate

Products or Completed Operations - One million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) aggregate

Professional Liability (Errors and Omissions) Coverage appropriate to the contractor's operations – Two million dollars (\$2,000,000.00) each occurrence

Commercial Automobile Coverage including owned, non-owned, leased and hired vehicles (if used on City of New London property) – One million dollars (\$1,000,000.00) combined single limit for each accident.

Workers' Compensation Coverage - Will be in accordance with State of Connecticut requirements at the time of Proposal.

Any deductible or self-insured retention must be disclosed and any claim payments falling within the deductible shall be the responsibility of the contractor.

The CITY requires that these aggregate limits be maintained by the CONTRACTOR as required. It is the responsibility of the CONTRACTOR or his representative to notify the CITY if ever or whenever claims reduce the General Aggregate below \$1,000,000.

The Contractor shall require all subcontractors to carry the same forms and minimum coverages that it is required to provide. Evidence of these coverages must be provided to the City of New London Purchasing Agent prior to the contractor or subcontractor coming onto the work site.

All insurance policies shall be endorsed to the City of New London, its officers and employees as additional insured, and shall not be reduced or cancelled without thirty (30) days prior written notice to the Purchasing Agent. The policy shall also include a subrogation of waiver. In addition, the contractor's insurance shall be primary as respects the City of New London, and any other insurance maintained by the City of New London shall be excess and not contributing insurance with the contractor's insurance.

Affirmative Action – Equal Opportunity Employer

Request for qualifications/proposals(RFQ/P) and Contract Terms and Conditions (con't)

23. Notwithstanding any provision or language in this contract to the contrary, the Mayor may, without cause, terminate this contract for the City's convenience upon approval by the City Council, whenever he/she determines that such termination is in the best interest of the City of New London. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the City of New London for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both Immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the City of New London all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing its duties under this contract, whether completed or in progress. All such documents, information and materials shall become the property of the City of New London. In the event of such termination, the contractor shall be entitled to reasonable compensation as determined by the Mayor, however, no compensation for lost profits shall be allowed.

Delivery

24. All products and equipment delivered must be new unless otherwise stated in the proposal specifications.
25. All deliveries will be to the locations specified by the City of New London. The City of New London does not have a loading dock therefore all Contractors will be responsible for inside delivery without assistance from City of New London personnel.
26. Payment terms are net 45 days after receipt of goods or invoice, whichever is later, unless otherwise specified.
27. Charges against a Contractor shall be deducted from current obligations. Money paid to the City of New London shall be payable to the Treasurer, City of New London.

Saving Clause

28. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The contractor will give written notice of the cause and probable duration of any such delay.

Advertising

29. Contractors may not reference sales to the City of New London for advertising and promotional purposes without prior approval of the City of New London.

Rights

30. The City of New London has sole and exclusive right and title to all printed material produced for the City of New London and the Contractor shall not copyright the printed matter produced under this contract.
31. The Contractor assigns to the City of New London all rights, title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the Connecticut General Statutes. This assignment occurs when the contractor is awarded the contract.
32. The Contractor agrees that it is in compliance with all applicable federal, state and local regulations, including but not limited to Connecticut General Statutes Section 7-148i. The Contractor also agrees that it will hold the City of New London harmless and indemnify the City of New London from any action which may arise out of any act by the Contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Sections 22a-194 to 22a-194g of the Connecticut General Statutes related to product packaging.
33. This contract is subject to the provisions of Executive Order Number Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provision of Executive Order Number Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and Section 16 of Public Act 91-58, nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
County of _____) ss.

_____, being first duly sworn,
deposes and say that:

- (1) He is _____ of _____ herein referred to as the "Bidder" that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and content of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of New London, CT or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.
- (6) That no officer or employee or person whose salary is payable in whole or in part from the City of New London is directly or indirectly interested in this Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signed _____

Title _____

Subscribed and sworn before me this

_____ day of _____ 20____

(Notary Public)

My Commission expires _____

AFFIRMATIVE ACTION POLICY STATEMENT
(must be submitted on your firm's letterhead)

It has always been the policy and will continue to be the strong commitment of _____ and all contractors and subcontractors who do business with this City to provide equal opportunities in employment to all qualified persons solely on the basis of job-related skills, ability and merit. _____ will continue to take Affirmative Action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, mental disorder (present or past history thereof), age, physical disability (but not limited to blindness), marital status, mental retardation, and criminal record. Such action includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship. _____, and its subcontractors will continue to make good faith efforts to comply with all federal and state laws and policies which speak to equal employment opportunity.

The principles of Affirmative Action are addressed in the 13th, 14th, and 15th Amendments of the United States Constitution, Civil Rights Act of 1866, 1870, 1871, Equal Pay Act of 1963, Title VI and VII of - the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, amended by 11375, (nondiscrimination under federal contracts), Act I, Sections 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58(a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of Blind (46a-51(1)), definition of Physically Disabled (46a-51(15)), definition. of Mentally Retarded (46a-51(13)), cooperation with the Commission on Human Rights and Opportunities (46 - 77), Sexual Harassment (46a-60(a)-8), Connecticut Credit Discrimination Law (36-436 through 439), Title I of the State and Local Fiscal Assistance Act of 1972.

This Affirmative Action Policy Statement re-affirms my personal commitment to the principles of Equal Employment Opportunity.

DATE

Signature of Authorized Signer

CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 Part II, Section 203(b), (30 FR 12319, 12935). The implementing rules and regulations provide that any bidder or prospective contractor, or any of its proposed subcontractors, shall state whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name _____

Address and Zip Code _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes () No () If answer is yes, identify the most recent contract.

2. Compliance reports were required to be filed in connection with such contract or subcontract

Yes () No () If answer is yes, identify the most recent contract.

3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100.

Yes () No () Not Required ()

4. If answer to Item 3 is "No" please explain in detail on reverse side of this Certification.

Certification - The information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law (U.S. Code, Title 18, Section 1001).

Name and Title of Signer (Please Type)

Signature

Date

CERTIFICATION OF NON-SEGREGATED FACILITIES

This Bidder certifies that he does not maintain or provide his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any locations, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of his certification will be a violation of the Equal Opportunity clause and any Contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have already submitted identical certifications for the specific time periods):

"Notice to prospective subcontractors of requirements for non-segregated facilities. A certification of non-segregated facilities must be submitted prior to the award of a subcontract exceeding the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Paragraph 1001.

Date: _____

By: _____

Official Address: _____

Title: _____

CONTRACT FORMS

CONTRACT FOR SERVICES

THIS AGREEMENT made and entered into this *Xth* day of **MONTH, 2024**, by and between **NAME OF COMPANY**, hereinafter called "**Contractor**" and the City of New London, 181 State Street, New London, CT 06320, hereinafter called "**City**."

WHEREAS, the City desires to enter into a contract for the **STATE DESCRIPTION OF WORK** and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this contract to the satisfaction of the City, therefore this contract is entered into under the following terms and conditions:

1. The Contractor agrees to perform the services described below or in attachments if applicable. Only those attachments specifically referenced in this Contract for Services shall apply. The terms and conditions as contained in this Contract for Services shall take precedence over any conflicting terms as may be attached hereto.

2. **Term of the Contract:** The start date for this Contract shall be **START** and the completion date of this Contract shall be **END**, time being of the essence.

3. **Contract Price:** The City shall pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed for the price of **PRICE (\$xxx)**.

Based upon Applications for Payment submitted by the Contractor, the City shall make progress payments on account of the Contract Sum to the Contractor. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. The City shall make payment to the Contractor within 30 days after the City receives the Application for Payment. With each Application for Payment, the Contractor shall submit the most recent schedule of values, which allocates the Contract Price among the various portions of the Work. The Applications for Payments shall indicate the percentage of completion of each portion of the Work. Such Applications may include requests for payment on account of changes in the Work, but not yet included in Change Orders. Partial payment shall be due Contractor in the amount of 95.0% of the work in place.

Final payment, constituting the entire unpaid balance of the Contract Price, including Change Orders, shall be made by the City to the Contractor no later than 30 days after the Contractor has fully performed the Contract and has provided to the Owner a final Application for Payment.

4. **Contract Documents:** The Contract Documents consist of this Agreement, the Standard Bid and Contract Terms and Conditions, the Instructions to Bidders, the Contractor's bid as accepted by the City, the General and Special Conditions of the Work, the Technical Specifications, the drawings and all Addenda attached hereto.

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any of the other Contract Documents, the provisions of the Agreement shall prevail.

Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the edition of the standard specification, manual, code or laws or regulations identified in the reference. In the event a particular edition is not identified, the reference shall mean the latest edition in effect at the time of receipt of the bid. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, the Contractor or any of their consultants, agents or employees from those set forth in the Contract Documents.

5. **Obligations And Liability Of The Contractor:** The Contractor shall do all the work and perform and furnish all the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things (except as otherwise expressly provided herein) necessary and as herein specified for the proper performance and completion of the Work in the manner and within the time hereinafter specified, in strict accordance with the Drawings, Specifications and other Contract Documents, in conformity with the directions and to the satisfaction of the City, and at the prices herein agreed upon therefor.

All parts of the Work and all fixtures, equipment, apparatus and other items indicated on the Drawings and not mentioned in the Specifications, or vice versa, and all work and material usual and necessary to make the Work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, whether

or not they are indicated on the Drawings or mentioned in the Specifications, shall be furnished and executed the same as if they were called for both by the Drawings and by the Specifications.

The Contractor shall coordinate his operations with those of any other contractors who may be employed on other work of the City, shall avoid interference therewith, and shall cooperate in the arrangements for storage of materials and equipment.

The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. Wherever and whenever necessary or required, he shall maintain fences, furnish watchmen, maintain lights, and take such other precaution as may be necessary to protect life and property.

The Contractor shall indemnify and save harmless the City and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the Work, whether or not due to or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his officers, agents, servants or employees, any of his subcontractors, the City or any of their respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the City, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the owner other than supervisory acts or omissions of the City in the Work.

The Contractor shall have complete responsibility for the Work and the protection thereof, and for preventing injuries to persons and damage to the Work and property and utilities on or about the Work, until final completion and final acceptance thereof. He shall in no way be relieved of his responsibility by any right of the City to give permission or directions relating to any part of the Work, by any such permission or directions given, or by failure of the City to give such permission or directions. The Contractor shall bear all costs, expenses, losses and damages on account of the quantity or character of the Work or the nature of the land (including but not limited to subsurface conditions) in or under or on which the Work is done being different from that indicated or shown in the Contract Documents or from what was estimated or expected, or on account of the weather, elements, or other causes unless information regarding such condition(s) was known and not disclosed by the City prior to Contractor commencing its work.

The Contractor shall conduct his operations so as not to damage existing structures or work installed either by him or by other contractors. In case of any such damage resulting from his operations, he shall repair and make good as new the damaged portions at his own expense with the consent of the damaged party. In the event that consent is not given, the Contractor shall continue liable for the damage caused.

The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, their officers, agents, servants and employees as he is for his own acts and omissions and those of his own officers, agents, servants and employees.

Should the Contractor sustain any loss, damage or delay through any act or omission of any other contractor or any subcontractor of any such other contractor, the Contractor shall have no claim against the City therefor, other than for an extension of time, but shall have recourse solely to such other contractor or subcontractor.

If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the Contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage.

The Contractor agrees to and does hereby indemnify and save harmless the City from and against any and all claims by such other contractors or subcontractors alleging such loss, damage or delay and from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, arising out of, relating to or resulting from such claims.

The Contractor shall promptly pay all federal, state and local taxes which may be assessed against him in connection with the Work or his operations under this Agreement and/or the other Contract Documents, including, but not limited to, taxes attributable to the purchase of material and equipment, to the performance of services, and the employment of persons in the prosecution of the Work.

Because (i) anticipated damages hereunder are uncertain in amount and difficult to prove, (ii) the parties hereto wish to liquidate said damages in advance, and (iii) monies paid pursuant to this Agreement are not greatly disproportionate to the damage reasonably anticipated in the event of default, it is further agreed that if Contractor shall not complete all of its obligations under this contract within the time period and by the completion date specified in Paragraph 2 herein, Contractor shall pay liquidated damages to the City at a rate of N/A per day for every day beyond the completion date until such time as the Contractor finally completes all of its obligations under this Contract.

6. Supervision Of Work: The Contractor shall be solely responsible for supervision of the Work, shall give the work the constant attention necessary to ensure the expeditious and orderly progress thereof, and shall cooperate with the City, its officers, agents or employees in every possible way.

At all times, the Contractor shall have as his agent on the Work a competent superintendent capable of reading and thoroughly understanding the Drawings and Specifications, with full authority to execute the directions of the Engineer without delay and to supply promptly such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies and other items as may be required. Such superintendent shall not be removed from the Work without the prior written consent of the City. If, in the opinion of the City, the superintendent or any successor proves incompetent, the Contractor shall replace him with another person approved by the City; such approval, however, shall in no way relieve or diminish the Contractor's responsibility for supervision of the Work.

Whenever the Contractor or his agent or superintendent is not present on any part of the Work where it may be necessary to give directions or instructions with respect to such work, such directions or instructions may be given by the City to and shall be received and obeyed by the foreman or any other person in charge of the particular work involved.

7. Insurance: The Contractor shall procure and maintain insurance of the types specified below, and to the limits for this insurance specified in the Standard Bid and Contract Terms and Conditions and the City of New London Code of Ordinances, Article IV., Section 2-71. All insurance shall be obtained from companies satisfactory to the City.

Insurance shall be in such forms as will protect the Contractor from all claims and liability for damages for bodily and personal injury, including accidental death, and for property damage, which may arise from operations under the Contract, whether such operations be by himself, his subcontractors, or by anyone directly or indirectly employed or engaged by him.

The following types of insurance shall be provided before starting and until final completion and acceptance of the Work and expiration of the guarantee period provided for in the Agreement.

- a. Workmen's Compensation and Employer's Liability Insurance.
- b. Bodily Injury Insurance for operations and completed operations and Contractor's Protective Bodily Injury Insurance.
- c. Property Damage Insurance for operations and completed operations and Contractor's Protective Property Damage Insurance, each including coverage for injury to or destruction of wires or pipes and similar property and appurtenant apparatus and the collapse of or structural injury to any building or structure except those on which work under the Contract is being done. Blasting and explosion coverage shall be obtained if there is a need for blasting under the Contract, and no blasting shall be performed until such insurance has been secured.
- d. Bodily Injury Insurance covering the operation of all motor vehicles owned by the Contractor.
- e. Personal Injury Insurance to cover claims for personal injury and including claims brought by employees.
- f. Property Damage Insurance covering the operation of all motor vehicles owned by the Contractor.
- g. Insurance to cover bodily injuries and property damage resulting from the use of motor vehicles not owned by the Contractor, while such vehicles are being operated in connection with the prosecution of the Work.

- h. Contractual Liability Insurance covering the liability assumed by the Contractor under the fifth paragraph of that subsection titled "Obligations and Liability of Contractor" of this Agreement.
- i. Owner's Protective Liability and Property Damage Insurance to protect the City and any Engineer against claims for Property damage and for bodily injuries, including accidental death, caused by the operations of the Contractor or his subcontractors on the Work. The policy shall indicate the City and any Engineer as the named insured. A copy of the policy shall be furnished to the City and a Certificate of Insurance shall be furnished to any Engineer.

Any of the above coverages written on a claims made form have an Extended Reporting Period of two years from the termination of the contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

All policies shall be so written that the owner will be notified in writing of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment.

Certificates from the Contractor's insurance carriers stating the coverages provided, the limits of liability, and expiration dates shall be filed in triplicate with the Engineer before operations are begun. Such certificates shall be on the form furnished by the Engineer.

The CITY requires that the aggregate limits be maintained by the CONSULTANT as required. It is the responsibility of the CONSULTANT or his representative to notify the CITY if ever or whenever claims reduce the General Aggregate below \$1,000,000.

Renewal certificates must be furnished by the Contractor prior to the expiration date of any of the initial insurances.

No insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of his responsibilities, obligations and liabilities under the Contract.

Contractor shall agree to maintain in force during the contract the following minimum coverages and shall name the City of New London as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation.

Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A- VIII". In addition, all Carriers are subject to approval by City of New London.

8. Contract: This Agreement, which includes all the Contract Document elements listed in paragraph 1 above, forms the Contract between the parties identified in the heading of this document. In the event that any provision of the Contract conflicts with any other provision of this Contract, the decision of the City will be final.

9. Funding and Fiscal Year Appropriations: Appropriations for expenditures by the City and authorization to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year of the City is the twelve (12) month period ending June 30 of each year. The obligations of the City under this Contract for the present or any subsequent fiscal year following the fiscal year in which this Contract is executed are subject to the appropriation of funds sufficient to discharge the City's obligation, which accrues in this or any subsequent fiscal year. In the absence of such appropriation or authorization, this Contract shall be terminated immediately upon the Contractor's receipt of notice to said effect without liability for damages, penalties or other charges arising from early termination. Expenditures for Contracted services that will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated and authorized for said fiscal year. The Contractor's yearly costs, as contained herein, may not exceed the amount appropriated for said year.

10. Termination: The Contract may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice. If Contractor fails to fulfill his obligations, the City may terminate this Contract by giving written notice to the Contractor at least seven (7) calendar days before the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach and may state a period during which the alleged breach may be cured, which cure shall be subject to approval by the City.

11. Obligations in Event of Termination:

A. Upon termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Contract, shall become the property of the City.

B. The City shall promptly pay the Contractor for all services performed to the effective date of termination, subject to indemnification provisions of Paragraph 5 hereof and subject to offset of sums due the Contractor against sums owed by the Contractor to the City.

12. Record keeping, Audit, and Inspection of Records: The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Federal grantor agency, the State Auditor, the City, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records.

13. Publicity, Publication, Reproduction and Use of Contract Products or Materials: Unless provided otherwise by law or the City, title and possession of all data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for with City funds shall vest with the City at the termination of the Contract. The Contractor shall at all times obtain the prior written approval of the City before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor, or any of its subcontractors, publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the City shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication. The Contractor shall use reasonable means to inform the public that the City provides financial support for its operations and services by explicitly stating on publicity material, stationery, posters and other written materials, and on its premises the following: "This program is supported in part (in full) by the City of New London."

14. Assignment by Contractor and Subcontracting: The Contractor shall not assign or in any way transfer any interest in this Contract without the prior written consent of the City, nor shall he subcontract any services without the prior written approval of the City.

15. Connecticut Law: It is agreed that this contract shall be governed by, construed, and enforced in accordance with the internal laws of the State of Connecticut.

16. Venue: In the event of litigation, the parties do agree to be contractually bound to submit themselves to the personal jurisdiction of the state courts of Connecticut. The venue for any court proceeding shall be in the Superior Court for the Judicial District for New London at New London, Connecticut.

17. Waiver of Jury Trial: CONTRACTOR HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND CONTRACTOR HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THE CITY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF CONTRACTOR'S CONSENT TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

18. Nondiscrimination and affirmative action provisions, nondiscrimination provisions regarding sexual orientation, Executive Order Number Three and guidelines and rules, Executive Order Number Seventeen, Executive Order Number Sixteen and sexual harassment policy:

For the purposes of this article, the word “contractor” is substituted for and has the same meaning and effect as if it read “Contractor’s name.” Section A of this article is inserted in connection with subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised. Section B of this article is inserted in connection with subsection (a) of Section 4a-60a of the General Statutes of Connecticut, as revised.

A. (a) For the purposes of this section, “minority business enterprise” means any small contractor or supplier of materials fifty-one percent 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 Conn. Gen. Stat. 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.

For the purposes of this section, “Commission” means the Commission on Human Rights and Opportunities.

For the purposes of this section, “public works contract” means any agreement between any individual, firm, or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance, or guarantees.

(b) (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, 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, 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 Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. 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 they relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works 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 public works project.

(c) 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 public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The contractor shall include the provisions of subsection (b) of this section 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 Conn. Gen. Stat. 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.

(f) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

B. (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 of the Connecticut 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 that relate to the provisions of this section and Section 46a-56 of the Connecticut General Statutes.

(b) 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 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 of the Connecticut 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 and the State may so enter.

(c) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

C. 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 cancelled, 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 State 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 agrees, as part consideration hereof, that this 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.

D. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated, or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the State Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

E. This contract is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the contract may be canceled, terminated, or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. Executive Order No. Sixteen is attached hereto and made a part hereof. The parties agree to comply with such executive order. In addition, the contractor agrees to include a copy of

Executive Order No. Sixteen, and the requirement to comply with said executive order, in all contracts with its contractors, subcontractors, consultants, sub-consultants, and vendors.

F. This contract is subject to the provisions of the City of New London Sexual Harassment Policy ("Policy") and, as such, the contract may be canceled, terminated, or suspended by the City in the event that the contractor, its employees, contractors, subcontractors, consultants, sub-consultants, or vendors engages in behavior prohibited by the provisions of the Policy (a copy of the Policy is attached hereto). The contractor agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, sub-consultants, and vendors.

19. Force Majeure: Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws and Indemnification of the City of New London: The Contractor shall comply with all applicable laws, rules, regulations, ordinances, orders or requirements of the State of Connecticut and any governmental authority relating to the delivery of the services specified in this Contract. The City may require the Contractor to pay fines, penalties, and damages that may arise out of or may be imposed because of, the Contractor's breach or failure to comply with the provisions of this Contract. Unless otherwise provided by law the Contractor shall indemnify and hold harmless the City, its agents, officers and employees against any and all liability, loss, damages, penalties, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay resulting from, arising out of, or in connection with the services performed or delivered under this Contract by reason of acts, inactions, omissions, negligence, reckless or intentional misconduct of the Contractor, its agent(s), officers, employees or subcontractors; provided that the Contractor is notified of any claim within a reasonable time after the City becomes aware of it, and the Contractor is afforded an opportunity to participate in the defense of such claim. In such event, no negotiated settlement agreement shall be binding on the Contractor without the Contractor's concurrence.

21. Waivers And Severability: All conditions, covenants, duties and obligations contained in this Contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

22. Amendments: No amendment to this Contract shall be effective unless it is signed by authorized representatives of both parties and complies with all other regulations and requirements of law.

23. Entire Agreement: The parties understand and agree that this Contract and attachments (if any), which includes all Contract Documents, supersede all other verbal and written agreements and negotiations by the parties relating to the services under this Contract.

24. Notice: Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing addressed to the persons and addresses indicated in the caption of this Contract on page 1.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two (2) original copies on the day and year first above written.

OWNER:

CONTRACTOR:

Michael Passero
Its Mayor

Its Duly Authorized Agent

Approved as to form:

Jeffrey T. Londregan, Esq., Director of Law

Date Signed _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



City of New London
Finance Department
13 Masonic Street,
New London, CT 06320
www.newlondonct.org

Vendor Registration Form

Please type or print your responses to the applicable items below. Your responses will assist in assuring that checks for payment are correctly issued.
Return form and a completed W-9 to jmontague@newlondonct.gov or address listed to left.

1. Company Name Invoices must be submitted using the name in 1b	a. Corporate Name:		b. Issue Checks to: (pay to the order of)	
	Street / P.O. Box		Email	
2. Mailing Address Purchase Orders will be sent to this address	City		State	
			Zip + 4	
3. Contact Person Contact for quotes, etc.	Contact Person		Title	
	Telephone #	Fax	Toll Free	Cell Phone
4. Contact Information Internet & Telephone	E-Mail Address		Website Home Page	
5. Payment Address Where to send payments see section 1b above	Street Address			
	City		State	
6. Corporate Headquarters If different from above address, see section 1a above	Street / P.O. Box			
	City		State	
7. IRS required information: Only one is required	Federal Employer Identification Number		Social Security Number	
	The purpose of collecting the FEIN/SSN is to comply with IRS regulations to file 1099 forms.			
8. Type of Business:	<input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership			
9. State of CT Approved Vendor	If your company is on the current State of Connecticut contract list please enter your contract number:			
10. Does your company accept purchase orders to provide goods and/or services? <input type="checkbox"/> Y <input type="checkbox"/> N				
11. Is your company able to provide the goods and/or services prior to receiving check payment? <input type="checkbox"/> Y <input type="checkbox"/> N				
12. Is your company a sole source provider? (If yes, please attach sole source provider letter.) <input type="checkbox"/> Y <input type="checkbox"/> N				
13. Check which all that apply (if applicable): <input type="checkbox"/> Locally-owned Business <input type="checkbox"/> Sustainable / Eco-friendly <input type="checkbox"/> Minority-owned <input type="checkbox"/> Women-owned <input type="checkbox"/> Alternative Corp. Structure				
14. Please provide a brief description of goods/services provided:				
I agree that I will not provide goods and/or services prior to the receipt of a Purchase Order provided by the City of New London. Please note: orders and/or purchases without a valid Purchase Order are not authorized by the City of New London therefore, invoices for such orders/purchases may not be paid.				
Agreed By: _____ Printed Name _____ Signature _____ Title _____				

Updated 09/27/2021