



# City of New London

Department of Finance-Purchasing Agent  
13 Masonic Street • New London, CT 06320 • Phone (860) 447-5215 • Fax (860) 447-5297

## Invitation for Bids

*Specifications and Proposal Documents Attached*

**Bid No.:** 2018-07

**Opening Date and Time:** August 7, 2018 @ 2:00PM

**Title:** Restoration Services for the Water Street Garage

### Special Instructions:

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

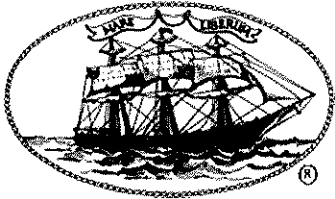
Sealed Bid No.: 2018-07: Restoration Services for the Water Street Garage

Not to be opened until August 7, 2018 @ 2:00PM

### Return Bid to:

Dedra Aker, Purchasing Agent  
City of New London  
13 Masonic Street  
New London, CT 06320

Bids shall not be accepted after the Opening Date and Time indicated above.



## 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 Invitation for Bids

Bid No.: 2018-07  
Restoration Services for the Water Street Garage

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: July 19, 2018

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: Faxed or e-mailed acknowledgements are requested.**

**Fax No.: (860)447-5297**

**E-mail: [daker@ci.new-london.ct.us](mailto:daker@ci.new-london.ct.us)**

**Fax this sheet only. A cover sheet is not required.**



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# **RESTORATION SERVICES**

## **FOR THE**

# **WATER STREET GARAGE**

**CITY OF NEW LONDON**

**NEW LONDON PARKING AUTHORITY**  
**NEW LONDON, CONNECTICUT**



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# BID NO. 2018-07 RESTORATION SERVICES FOR THE WATER STREET GARAGE

**Bid Due Date: August 7<sup>th</sup>, 2018 at 2:00 P.M. EST**

*Send all sealed Bids are to be sent to:*

**Dedra Aker, Purchasing Agent  
City of New London  
13 Masonic Street  
New London, CT 06320**

During the period beginning with receipt of this Bid and until an Agreement or Contract ("Contract") is awarded, Bidders shall not contact any employee of the City of New London, the New London Parking Authority or any consultants or attorneys involved in this process for additional information, except as noted in this Bid No.2018-07. Any unauthorized conversations or communications concerning this Bid No. 2018-07with any City or NLPAA employee or any consultants or attorneys involved in this process prior to contract award are prohibited and may be grounds for disqualification.

Bid No. 2018-07 Release Date:

July 19<sup>th</sup>, 2018

Bid No. 2018-07 Due Date:

2:00PM, August 7<sup>th</sup>, 2018



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# DOCUMENT INFORMATION

## DOCUMENT OWNERSHIP AND HISTORY

This document is property of the City of New London ("City") and New London Parking Authority ("Authority" or "NLPA") and its contents cannot be disseminated or distributed, in part or whole, without prior written approval from the City and or NLPA.

## INTERPRETATION OF THIS REQUEST FOR RESPOND

A term defined in the singular may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar, which also govern all other language in this Bid No. 2018-07 Restoration Services for the Water Street Garage ("**Bid No. 2018-07**"). The words "include" and "including" shall be construed to be followed by the words: "without limitation." Each of these terms shall be interpreted as if followed by the words "(or any part of it)" except where the context clearly requires otherwise. Every reference to any document, including this Bid No. 2018-07, refers to such document as modified from time to time to the extent authorized or allowed by the City and or the NLPA, and includes all addenda, drawings, exhibits, riders, and schedules to such document. The word "or" includes the word "and". Every reference with regard to all applicable City of New London, State of Connecticut, and United States of America laws, ordinances, regulations, rules, statutes and the Charter of the City of New London includes any amendments and modifications, from time to time for which the Bidders ("**Contractor**" or "**Firm**" or "**Vendor**") is responsible for understanding, tracking and assessing. All schedules, exhibits and addenda attached to this Bid No. 2018-07 are hereby incorporated into and made part of this Bid No. 2018-07 in their entirety for the Bidder's Bid ("**Bid**" or "**Bids**").

Prospective Bidders are advised to familiarize themselves with **Section 9, Glossary of Defined Terms**, in order to enable a complete and accurate review of this Bid No. 2018-07.

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## Section 1. Introduction

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### 1.1 Purpose

The purpose of this Bid No. 2018-07 Restoration Services for the Water Street Garage is to solicit Bids from qualified Bidders experienced and proficient in performing restoration of parking structures including without limitation installation of systems and related products (i.e., expansion joints, materials, etc.) to extend the useful life of Water Street Garage ("Garage") to ensure the it continues to be available for public parking.

A more complete description of the restoration services sought is fully set forth in Section 5 of this Bid No. 2018-07.

It is the intent of the City and or NLPA to contract a qualified Bidder for said purpose.

**1.1.1** The City and or NLPA seeks qualified Bidders that will apply their restoration services experience from other U.S. jurisdictions and provide the City and or NLPA with a Bid for the implementation on an aggressive but achievable restoration timetable. Based upon the Bidder's experience in the parking structure restoration field, its assessment of the City and or NLPA's needs, and the structure and content of its Bid, the implementation restoration project timetable may proceed in phases/be shorted/be extended as long as those phases/changes produce visible and measurable improvements to the delivery of parking services to citizens, patrons, residents, stakeholders and tourists. The Parking Structure Restoration Services ("**Restoration Services**") shall be schedule proposed by the Bidders. The City and or NLPA shall determine as to how the Bidder's schedule meets overall restoration project goals and objectives, will be important factors in the evaluation process.

At the time of submission, the Bidder shall designate that their Bid is responsive to Section 5 of this Bid No. 2018-07. The City and or NLPA reserves the right to disqualify any Bidder or Bid that does not clearly designate the subject matter of this Bid No. 2018-17.

**1.1.2** The following link from the NLPA's website provides additional details about the Water Street Garage: [http:// www.parknewlondon.com](http://www.parknewlondon.com).

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### 1.2 Restoration of the Water Street Garage

On behalf of the City of New London, the NLPA is responsible for operation and management of the City's municipal parking system which includes the:

#### **1.2.1 Water Street Garage, 160 Water Street, New London, Connecticut.**

The Water Street Garage was designed by Conrad Associates and built in 1974 by Fusco-Amatruda Company; followed by a vertical expansion in 1981 designed by Design Management, Inc. The Garage is located within the block bordered by Atlantic Street and Water Street.

The Garage has a total of five (5) levels [one (1) at grade and four (4) above grade], and eight hundred ninety-five (895) parking spaces within the parking facility and thirty (30) parking spaces in a surface lot in front of the parking structure. The Garage has two (2) operational elevators and four (4) stairwells with access to Atlantic Street and Water Street respectfully. A second-floor walk-over bridge connects the Garage to the Citizens Bank Building located directly across Atlantic Street.

The Garage's current utilization or occupancy rate during the summer season (May to September) is roughly ninety-five percent (95%) and winter season (October to May) is





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approximately sixty-five percentage (65%), accommodating large parking populations from General Dynamic Electric Boat, The Day Newspaper, Waller Smith & Palmer PC, other corporate clients, and City employees. The balance of the parking patrons consists of individual monthly and transients.

Between Late-May to Mid-September event parking is driven by Cross Sound/Block Island Ferry promotions.

The Garage business office hours are 9AM to 5PM weekdays and cashier operational hours are 7AM to 11PM daily – three hundred sixty-five (365) days of the year. After 11PM, parking patrons in need of assistance access the staff via telecom that connects to the NLPA's Communication Center.

Section 5 of this Bid fully sets forth, in detail, the "Scope of Services and Selected Contractor ("SC") Tasks: Restoration Services for the Water Street Garage" to be provided.

### 1.3 Qualified Bidder

To be considered "qualified," each Bidder shall submit a Statement of the Bidder's Qualifications (see "**Schedule C3**"), the Firm's experience record in performing the type of restoration services requirements as set forth in Section 5 of this Bid No. 2018-07 to be embraced in an executable Agreement ("Contract") resulting from this Bid No. 2018-07, and their organization structure and equipment available to complete the work contemplated; and, when specifically requested by the Authority, each Bidder shall also submit its detailed financial statement and ten (10) references.

**1.3.1** The City and or NLPA shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform the obligations and requirements specified in this Bid No. 2018-07 and under an executable Agreement and upon request of the City and or NLPA the Bidder shall provide all such information and data for this purpose.

**1.3.2** The City and or NLPA shall have the right reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the City and or NLPA that the Bidder is qualified to properly carry out the terms of an executable Agreement.

**1.3.3** To be considered "**Qualified**", a Bidder must have:

1.3.3.1 Experience with parking structure design, restoration, preventive maintenance, and related service support within the last twenty (20) years;

1.3.3.2 Experience working at the direction and under the authority of public parking authorities or departments within the last twenty (20) years;

1.3.3.3 Qualified personnel experienced in the parking structure restoration services, project management and scheduling, work force planning, and service support required to perform the planned scope of services and Selected Contractor tasks as more fully set forth in Section 5 of this Bid No. 2018-07;

1.3.3.4 Experience in performing parking structure restoration including without limitation installation of systems and related products (i.e., expansion joints, materials, etc.), as fully set forth in Section 5 of this Bid No. 2018-07;

1.3.3.5 Provide ten (10) References for locations of similar size and scope, within two hundred-fifty (250) miles of New London. References should include a contact person, phone number and e-mail address. Failure to provide suitable References may be cause for rejection of the Bidder or Bid.



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1.3.3.6 Experience in providing the highest degree and standard of workmanship, as more fully set forth in Section 5 of this Bid No. 2018-07;

1.3.3.7 Qualified as a Responsible Bidder under the provisions of the Municipal Code of the City of New London applicable to the Responsible Bidder, as may be amended from time to time; and,

1.3.3.8 The Bid must meet all requirements of this Bid No. 2018-07. The Bidder's Cost shall be on written on the Confidential Bidder Cost Worksheet (see "**Schedule A**").

1.3.3.9 Answer questions regarding the Bidder's company's past parking structure restoration performance as fully set forth in this Bid No. 2018-07.

1.3.3.10 Attach a financial statement or other supportive documentation included in the Bid submitted.

Failure to reply to this instruction may be regarded as justification for rejecting a Bid.

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## Section 2. Overview and Purpose

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### 2.1 Authority

The City and or NLPA is responsible for regulating, maintaining and controlling the parking system within the City of New London. In this respect the City and or NLPA may "...contract and be contracted with..." (and) enter into all contract and agreement necessary or incidental to the performance and executions of its duties and the execution of its powers" under §10-14 of the New London Code, as may be amended from time to time. The Director of Parking ("Director" or "Chief Executive Officer" or "CEO") is authorized to review, negotiate and execute a Contract with the successful Bidder, following approval of the NLPA Board of Commissioners and all appropriate parties of the City Administration and Council as needed.

### 2.2 NLPA Goals

2.2.1 The NLPA is seeking a Bidder proficient in the restoration of parking structures including without limitation installation of systems and related products (expansion joints, materials, etc.) to extend the useful life of NLPA's Water Street Garage s in the most efficient, effective and expedient manner within parking industry best practices to ensure the Garage continues to be available for public parking.

2.2.2 Development and implementation of a highly functioning and flexible restoration project plan and or schedule in conjunction with the City and or NLPA's goals, objectives, requirements and scope of service as more fully set forth in Section 5 of this Bid No. 2018-07.

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### 2.3 Key Objectives of this Procurement

In support of NLPA's stated goals, the implementation of the Contract emanating from this Bid will, among other things, result in the:

2.3.1 An extension of the useful life of the Water Street Garage for public parking for a mutually defined and agreed life cycle;

2.3.2 An efficient public parking system that leverages structural restoration and technology to its fullest; and

2.3.3 Partner that the City and or NLPA can rely on for creative structural problem solving such that the integrity of the Water Street Garage's operation and or structure is not compromised.

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## Section 3. Bid No. 2018-07 Schedule and Process

### 3.1 Schedule

The timing and sequence of procurement events associated with this Bid No. 2018-07 will be determined solely by the City and NLPA. The City and NLPA will be using Competitive Negotiation for this procurement, and as such, has developed a schedule, based on the **Easter Standard Time Zone ("EDT")** regarding the preparation of Bids and other events.

The key events and deadlines for the Bid process are as follows, some of which are set forth in more detail in the Sections of this Bid that follow:

Date	Event
July 19 <sup>th</sup> , 2018	<u>Issuance of BID</u>
July 24 <sup>th</sup> , 2018	<u>Submission of Bidder's Written Questions until 12:00PM, EDT</u>
July 27 <sup>th</sup> , 2018	<u>NLPA's Response Posted as Addendum</u>
August 7 <sup>th</sup> , 2018	<u>Bids Due 2:00PM, EDT</u>
August 7 <sup>th</sup> , 2018	<u>Commencement of BID Evaluation Process</u>
To Be Determined	<u>Demonstrations and or Interviews</u>
To Be Determined	<u>Commencement of Optional Meetings with Bidders</u>
To Be Determined	<u>Recommendation to NLPA Board</u>
To Be Determined	<u>Recommendation to all appropriate parties within the City's Administration and Council.</u>
To Be Determined	<u>Commencement of Negotiations of the Contract selected Bidder on this date. Details of the process and location shall be shared with the selected Bidder shortly before that date.</u>
To Be Determined	<u>Execution of the Contract</u>
To Be Determined	<u>Projected Start Date. NLPA desires to have the Contractor commence work at the earliest possible date</u>

#### 3.1.1 Submission of Bidders' Written Questions

During this period, Bidders are permitted to submit electronic written questions *only*. All questions shall be submitted via email to the NLPA's Point of Contact in the manner set forth in Section 3.3 of this Bid No. 2018-07. *The NLPA will not respond to verbal questions.* If the City and or NLPA determines it is in its best interest to do so, it may increase both the Bidder's question and NLPA's response periods.

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### 3.1.2 NLPA's Response to Bidders' Written Questions

The NLPA will provide responses to the electronic written questions submitted by Bidders, and when possible, will do so expeditiously. The NLPA will issue Addendums as its response to Bidder's questions of this Bid No. 2018-07. The Addendums shall be post on the City of New London (<http://ci.new-london.ct.us>) and State of Connecticut - Department of Administrative Services (DAS) (<http://www.das.state.ct.us>) web-sites. The NLPA reserves the right to not answer certain questions if it determines that such questions are not pertinent to this Bid No. 2018-07.

### 3.1.3 Bids Due

Bids are due by **2:00 P.M., EDT, August 7<sup>th</sup>, 2018** at the address set forth in Section 3.2 of this Bid No. 2018-07, along with a signed Transmittal Letter, and all required forms and documents as set forth in this Bid No. 2018-07. All Bids will be time-stamped upon receipt and held in a secure location until **August 7<sup>th</sup>, 2018**. Bids submitted after **2:00 P.M., EDT, August 7<sup>th</sup>, 2018** will not be accepted.

### 3.1.4 Commencement of BID Evaluation Process

At the appropriate time, the Evaluation Committee will review each Bid for compliance with the instructions and conditions set forth in this Bid No. 2018-07 and the attachments hereto. The City and or NLPA, at its option, may seek Bidder retraction and clarification of any contradiction, discrepancy and or inconsistency found during its review of Bids. At a minimum, Bidders must:

- 3.1.4.1 Provide information that demonstrates financial soundness;
- 3.1.4.2 Provide a complete Bid in response to the parking restoration services requirements as fully forth in this Bid No. 2018-07, including all required forms and signatures;
- 3.1.4.3 Agree to Bid conditions and the Bid process as fully forth in this Bid No. 2018-07; and,
- 3.1.4.4 Comply with Bid format as fully forth in this Bid No. 2018-07. Any Bid that is not in compliance with the foregoing requirements may be eliminated from consideration and such Bidders will be notified promptly.

Additionally, during this period, the Evaluation Committee will conduct a full detailed evaluation of the Bids that have complied with the requirements. The evaluations will be based on the evaluation criteria set forth in Sections 4.

### 3.1.5 Commence Meetings with Bidders

In its sole discretion, the City and or NLPA may request presentations and receipt of any follow-up questions, as needed. In its sole discretion, the City and or NLPA shall determine whether it is in the best interest of the City and or NLPA to complete the evaluation process with the Bids and additional insights, knowledge and information it has received to date or schedule site visits to one (1) or more of Bidders'-sites which are representative of the restoration services requested under as fully forth in this Bid No. 2018-07, in order to assess the validity of claims,

observe actual operations or for any other matter that will support the City and or NLPA in its effort to determine the most responsible qualified Bidder.



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### 3.1.6 Recommendation of Evaluation Committee

At the completion of the evaluation, the Evaluation Committee will make a final recommendation to the NLPA Board of Commissioners ("Commissioners") and all appropriate parties of the City's Administration and Council as needed. The NLPA's staff will select, in the order of their respective qualification rankings, no fewer than three (3) acceptable Bids (or such smaller number if fewer than three (3) acceptable Bids have been received) deemed by the NLPA's staff and Commissioners to be the most advantageous to the Authority for providing the required parking structure restoration services. The NLPA's staff will then present a draft Contract as approved by all appropriate parties including without limitation the City Administration and City Council, prepared by the City's Director of Law, to the Bidder whose Bid is deemed by the NLPA Board to be the most advantageous to the City and or NLPA, and will attempt to negotiate a Contract with such Bidder in accordance with the applicable law and regulations. Upon failure to negotiate a Contract with such Bidder, this Bid No. 2018-07 shall be re-issued.

### 3.1.7 Contract Negotiations and Execution

The City and or NLPA intends to enter into a comprehensive Contract with the selected Bidder, whereby the selected Bidder shall provide all restoration services necessary to fulfill all of the requirements specified in this Bid No. 2018-07. The proposed Contract will be provided to the selected Bidder shorter after the time of notification or when appropriate thereafter. The City will only sign a Contract with a single entity that will be the Contractor, responsible for all of its including any Agents, Consultants, Contractor Parties', Partners', Subcontractors' and other entities' ("**Bidder Parties**") work and fully responsible for the development and implementation of all restoration services and deliverables to the City and or NLPA.

The Contract shall, at a minimum, contain terms and conditions normally associated with transactions of this nature including scope of services, minimum acceptable service levels and requirements, and remedies for failure to perform. The details of determining minimum acceptable service levels shall be subject to discussion with the selected Bidder. The Bidder shall establish a local office within fifty (50) miles of the New London, if one does not currently exist by the time the contract is executed.

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### 3.2 Points of Contact

3.2.1 Unless otherwise specified, Dedra Aker, Purchasing Agent shall receive any and all Bids;

Dedra Aker, Purchasing Agent  
City of New London  
13 Masonic Street  
New London, CT 06320  
Phone (860) 447-5215  
Attn: Dedra Aker, Purchasing Agent  
E-mail address: [daker@ci.new-london.ct.us](mailto:daker@ci.new-london.ct.us)

3.2.2 Unless otherwise specified, Carey E, Redd, II, CAPP, Director of Parking/CEO is NLPA's Point of Contact and receive any and all electronic communications for purposes of this Bid:

New London Parking Authority  
Administrative Office  
160 Water Street  
New London, CT 06320  
Phone (860) 447-9490  
Attn: Carey E, Redd, II, CAPP, Director of Parking/CEO  
E-mail address: [credd@ci.new-london.ct.us](mailto:credd@ci.new-london.ct.us)

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### 3.3 Bidder Questions, Interpretations, Addendum and NLPA Response

The NLPA Point of Contact intends to answer questions in electronic form from any qualified Bidder that is considering submitting a Bid in response to this Bid No. 2018-07. However, no interpretation or clarification of any part of this Bid No. 2018-07 will be made to any Bidder. *Questions shall be received by the NLPA until 12:00PM, EDT, July 24<sup>th</sup>, 2018. All such questions must be addressed in writing and via email, to NLPA's Point of Contact.* The NLPA Point of Contact's responses to Bidders' questions to this Bid No. 2018-07 Restoration Services will be in the form of an Addendum that shall be posted on the City of New London (<http://ci.new-london.ct.us>) and State of Connecticut - DAS (<http://www.das.state.ct.us>) web-sites. ***The NLPA will not respond to telephone inquiries or visits by Bidders or their representatives regarding any aspect of this Bid No. 2018-07 Restoration Services.***

In order to ensure proper processing of Bidder questions, Bidders must include reference to Bid No. 2018-07 on the subject line of the email message and shall reference the Bid Section/Subsection (e.g. Section 3.4 Bidder Questions, etc.). Questions must be electronically written in Times New Roman twelve-point font and or included as an attachment to the email. ***The NLPA Point of Contact will endeavor to issue responses to all of the Bidder questions on or about July 27<sup>th</sup>, 2018 by Addendum.***

Clarifications or interpretations and any supplemental instructions, if issued, will be issued in the form of an Addendum that shall be posted on the City of New London and State of Connecticut - DAS web-sites. Each Bidder shall be responsible for determining that it has received all Addendums issued. Any and all Addendums shall become part of this Bid No. 2018-07. The City and or NLPA will not be responsible for, and a Bidder may not rely upon or use as the basis of a claim against the City and or NLPA or any consultant of the City and or NLPA, any information, explanation, or interpretation of this Bid No. 2018-07 rendered in any fashion except as herein provided.



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## Section 4. Evaluation Process

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### 4.1 Evaluation Committee and Selection Process

The Evaluation Committee will review the Bids submitted in response to this Bid No. 2018-07 Restoration Services for the Water Street Garage. The Evaluation Committee will develop a short list of at least three (3) qualified Bidders experienced in parking structure restoration services. All qualified Bidders will then be notified in writing. The Evaluation Committee, in its sole discretion, shall interview Bidders selected to present their qualifications to the Committee and demonstrate to the Committee why their Firm is most qualified to provide the restoration services required in this Bid No. 2018-07 as needed. The Evaluation Committee, in its sole discretion, shall give Bidders up to ninety (90) minutes to present their material as needed. The Evaluation Committee will reserve their questions until the end of the presentation(s). The Evaluation Committee will evaluate the Bids on the proven ability of each qualified Bidder to perform the requested restoration services and any other factor or criterion that the Evaluation Committee may deem relevant or pertinent for its evaluation of such Bids.

A scope and contract review meeting with the Selected Bidder ("Finalist") shall be held to determine compliance. Upon completion of a successful scope of service review as fully set forth in this Bid No. 2018-07, a recommendation will be made by the Evaluation Committee to the NLPA's Commission, City Administration and City Council.

The award of the contract for the restoration services will be made, if at all, to the qualified Bidder whose evaluation and recommendation by the Evaluation Committee to the NLPA's Commission, City Administration and City Council results in the City and or NLPA determining that such award to such qualified Bidder is in the best interests of the City and or NLPA. However, the selection of the qualified Bidder and the execution of a contract, while anticipated, is not guaranteed.

The City and or NLPA reserves the right to reject any or all of the Bids, or parts thereof, and or to waive any informality or informalities in any of the Bids or the procurement process for this Bid No. 2018-07, if such rejection or waiver is deemed in the best interests of the City and or NLPA. Neither the City, NLPA, nor any of their respective officers, directors, employees or authorized agents shall be liable for any claims or damage resulting from the evaluation, selection, non-selection or rejection of any Bid submitted in response to this Bid No. 2018-07.

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### 4.2 Cost Worksheet Evaluation

#### 4.2.1 Confidential Cost Worksheet

The Confidential Cost Worksheet is included in **Schedule A** of this Bid No. 2018-07. **Schedule A** must be filled out without changes, amendments or deletions to the form itself. It must be placed in a separate, sealed envelope that is clearly marked with the Bidder's name, Bid Number and the words: "**CONFIDENTIAL COST WORKSHEET**".

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## Section 5. Scope of Services and Selected Contractor Tasks: Restoration Services for the Water Street Garage

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### 5.1 Basic Services

This Scope of Services outlines expectations and requirements of Bid No. 2018-07 Restoration Services for the Water Street Garage for qualified Contractors experienced and proficient in performing restoration of parking structures including without limitation the installation of systems and related products (i.e., expansion joints, materials, etc.) to extend the useful life of the Garage for the continued public parking.

The restoration of the City's municipal parking facilities is permitted in accordance with revisions to the New London Code by the Court of Common Council or policy changes enacted by the NLPA Board of Commissioners. The Bid shall set forth costs for restoration services within the scope of this Bid No. 2018-07 and shall define such category of improvement/repair.

Each deliverable shall be delivered to the City and or NLPA in a timely manner and in accordance with the contract and or restoration project schedule. In its Bid each Bidder shall address each provision and required restoration service, as set forth in this Scope of Services; and, if not, please explain why not. The Contractor, at a minimum, shall:

**5.1.1 Expansion Joint Replacement at Stair No. 1:** Work shall consist of all work as shown on SK-1 (see "**Drawing #1**") and SK-2 (see "**Drawing #2**"): Work shall include the removal of existing expansion joint seals, repair and preparation of the block-out as required, and installation of a new expansion joint seal, as shown on drawings and in accordance with manufacturer's recommendations as approved by the Engineer, along with all other work required for the satisfactory performance of this work item.

5.1.1.1 Contractor shall note special installation details (i.e. directional changes, terminations, etc.) and shall review all existing conditions prior to start of work. Contractor shall submit manufacturer's details for approval by Engineer prior to start of work.

**5.1.2 Expansion Joint Replacement at Stair No. 3:** Work shall consist of all work as shown on SK-1 (see "**Drawing #1**") and SK-2 (see "**Drawing #2**"): Work shall include the removal of existing expansion joint seals, repair and preparation of the block-out as required, and installation of a new expansion joint seal, as shown on drawings and in accordance with manufacturer's recommendations as approved by the Engineer, along with all other work required for the satisfactory performance of this work item.

5.1.2.1 Contractor shall note special installation details (i.e. directional changes, terminations, etc.) and shall review all existing conditions prior to start of work. Contractor shall submit manufacturer's details for approval by Engineer prior to start of work.

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**5.1.3 Expansion Joint Replacement at Stair No. 4:** Work shall consist of all work as shown on SK-1 (see "**Drawing #1**") and SK-2 (see "**Drawing #2**"): Work shall include the removal of existing expansion joint seals, repair and preparation of the block-out as required, and installation of a new expansion joint seal, as shown on drawings and in accordance with manufacturer's recommendations as approved by the Engineer, along with all other work required for the satisfactory performance of this work item.

5.1.3.1 Contractor shall note special installation details (i.e. directional changes, terminations, etc.) and shall review all existing conditions prior to start of work. Contractor shall submit manufacturer's details for approval by Engineer prior to start of work.

**5.1.4 Expansion Joint Replacement at the Pedestrian Bridge:** Work shall consist of all work as shown on SK-1 (see "**Drawing #1**") and SK-2 (see "**Drawing #2**"): Work shall include the removal of existing expansion joint seals, repair and preparation of the block-out as required, and installation of a new expansion joint seal, as shown on drawings and in accordance with manufacturer's recommendations as approved by the Engineer, along with all other work required for the satisfactory performance of this work item.

5.1.4.1 Contractor shall note special installation details (i.e. directional changes, terminations, etc.) and shall review all existing conditions prior to start of work. Contractor shall submit manufacturer's details for approval by Engineer prior to start of work.

**5.1.5** Provide weekly and or monthly, progress project reports or as required by the City and or NLPA's Contract Administrator and Engineering Consultant and any other documentation detailing maintenance and or services performed.

**5.1.6** Make recommendations for additional improvements and or structural restoration.

**5.1.7** Provide insurance for every aspect of the Contractor's operations and for all equipment in accordance with contract requirements.

**5.1.8** Comply with the City of New London's Living Wage ordinance (see "**Schedule D**").

## **5.2 Warranty**

**5.2.1** Provide four (4) years warranty to start at end of manufacturer warranty period.

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## Section 6. Format for Bid Submission

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### 6.1 Instructions for Bid Submission

Bids in response to this Bid No. 2018-07 Restoration Services for the Water Street Garage must be received by **2:00 PM EDT, August 7<sup>th</sup>, 2018.**

Each page of the Bids and copies must be in a binder numbered consecutively in Arabic numbers from the beginning of the binder (Transmittal Letter) to the end. Identify each section (and to the degree feasible, each subsection) with clearly distinguished and labeled "tabs," keyed to the Table of Contents, so that specific sections can be easily referenced.

Bidders shall comply with all Terms and Conditions (see "**Section 8**") and instructions when responding to this Bid No. 2018-07. Failure to conform to these instructions may cause disqualification. The City and or NLPA, in its sole discretion, may reject any nonconforming Bid.

Bids should be designed to illustrate an understanding of the Bidders' competency and expertise in meeting the restoration service requirements of this Bid No. 2018-07. The Bids should be prepared simply and economically, providing a straightforward, concise description of the capabilities of the Bidder and the solution they are proposing. Emphasis should be on completeness and clarity of content.

The Bidder shall ensure that their bid is adequate and accurate. It is the responsibility of the Bidder to provide complete answers to each restoration services requirement even if that results in redundant, duplicated material within the Bid. The Evaluation Committee shall not be required to search for the answers in other sections of the Bid.

The Bid must be submitted in two (2) distinct parts as described in Part I and Part II.

#### 6.1.1 Restrictions on Communications with CITY/NLPA Staff

From the issue date of this Bid No. 2018-07 until the execution of a Contract resulting from this Bid No. 2018-07, all contacts with personnel employed by or under contract to the City and or NLPA are restricted. During the same period, no prospective Bidder shall approach personnel employed by or under contract to the City and or NLPA or any other agency of the City of New London participating in the evaluation of Bids and any other related matters. An exception to this restriction will be made for qualified Bidders who, in the normal course of business under a current contract with the affected agencies, may need to discuss legitimate business matters concerning their on-going work with the contracting agency.

**Violation of these conditions may be considered sufficient cause by the City and or NLPA to reject a Bidder or Bid, regardless of any other consideration**

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### 6.2 Part I: Transmittal Letter and Business and Technical Bid Submission

Bidders, when constructing their bids, are reminded to please be sure to take into consideration *all* requirements stated within this Bid No. 2018-07, including all exhibits, schedules, addenda and riders to such document.

If the Bidder wishes to add supplemental information, and this is *encouraged*, especially if there is an innovative solution, or approach the City and or NLPA may not have considered, please first respond to all the City and or NLPA's requirements as set forth in this Bid No. 2018-07, and then add any ideas, approaches, information, etc., and label that information "Supplemental Information" in the corresponding section(s). If an approach that Bidder



believes may create significant value for the City and or NLPA, please include complete detail and show how it will benefit the City and or NLPA.

All of the Bid text must be specifically cross-referenced to the section in this Bid No. 2018-07 and or Schedule letter(s) and number(s) to which a given part of the Bid applies and presented in the same order provided within this Bid No. 2018-07. The Bid must contain the requested content and submitted in the form requested in this Bid No. 2018-07. Please structure the Bid as follows. Part I of the Bid shall follow the order below, and each Article and sub-article should be numbered so it is clearly identifiable:

### 6.2.1 Article 1: Transmittal Letter

The Transmittal Letter must be delivered on the Bidder's letterhead with the original signature of the individual or official authorized to submit a binding the Bid on behalf of the Bidder and affixed with the corporate seal, if any.

### 6.2.2 Article 2: Executive Summary

Provide an Executive Summary of the most salient aspects of the Bid in terms of satisfying the requirements of this Bid No. 2018-07. The Executive Summary must provide a high-level overview of the Bid in such a way as to demonstrate a broad understanding of not only the City and or NLPA's needs and objectives, but of all the requirements of this Bid No. 2018-07. Bidders must summarize their understanding of the goals stated in this Bid No. 2018-07, the intended results of the Restoration Project, the scope of services and, any issues related to this Restoration Project which Bidders believe need to be addressed. Additionally, Bidders must discuss in detail, any assumptions they have made which in any way require or include the leveraging of *any* the City and or NLPA resources.

The Executive Summary **shall not** mention the dollar amount proposed for the Project.

### 6.2.3 Article 3: Approach

#### 6.2.3.1 Statement of Work

The Bids must include a proposed Statement of Work ("**SOW**") outlining the tasks to be performed by the Bidders in response to the requirements as set forth in this Bid No. 2018-07, attached hereto and made a part hereof. The SOW will be refined during the selection process leading to the Contract between all appropriate parties. The SOW should include a preliminary implementation schedule and a method for functional testing. The implementation schedule should also include the method of purchasing, delivery and installation of any systems and related products (i.e., expansion joints, materials, etc.), taking into consideration the procurement provisions of the New London Code (see "**Section 8.1**" and "**Schedule H**"), as may be amended from time to time. The final Contract will include penalties if the final implementation schedule is not met. A user manual and documentation will be required during the short-listing process for Bidders.

In keeping with sound project management practices, the City and or NLPA requires that the Contractor provide periodic reports based upon the SOW and the implementation schedule, which indicate specific estimates of work remaining (broken down by milestones, deliverables and tasks) on an ongoing basis until completion of the Contract and or Restoration Project. The proposed SOW shall fully explain the assumptions and expectations the Bidder has of the City and or NLPA with respect to legacy systems (policies and technology), conversion and other implications on the operations of the City and or NLPA.



The SOW shall state the restoration services requirements, including, without limitation installation of systems and related products (i.e., expansion joints, materials, etc.) as fully set forth in Section 5 as well as all pertinent Schedules and answers to questions as permitted under this Bid No. 2018-07.

Additionally, any components, as may be required of the Bidder by this Bid No. 2018-07, implemented and accepted prior to the expiration of the Contract term shall be, and will remain, under full warranty by the Bidder until the close of the Warranty Period (see "Section 5.2").

#### 6.2.3.2 Implementation Approach

The Bidder shall recommend an approach for the implementation of full restoration services for the Garage within an aggressive, but achievable project timetable and on-going maintenance, as needed.

The Bid shall provide detailed descriptions of how the Bidder anticipates accomplishing the restoration services relative to methodology, tools, personnel, roles, responsibilities, phasing, etc. with the objectives of: demonstrating to the City and or NLPA that the Bidder understands the tasks and level of effort involved to produce each of the required deliverables; and, identifying what is required of the City and or NLPA in order for the Bidder to implement the plan.

In the introductory provisions the Bidder shall provide a high-level description of its approach to such implementation.

Additionally, the restoration services project implementation approach must contain a narrative setting forth detailed descriptions including, but not limited to, the following:

- (a) Implementation Activities;
- (b) Improvements/Repairs;
- (c) Maintenance, as needed;
- (d) Project Management Team; and,
- (e) Warranty

#### 6.2.4 Article 4: Background and Experience

##### 6.2.4.1 Organizational Structure

(a) Describe the Bidder's total organization, including any Agent, Consultants, Contract Parties, Partners, Subcontractors and other entities ("**Bidder Parties**"). Provide an organization chart for the overall organization showing each entity within the organization, as well as the chain of authority from the Chief Executive Officer to the Project Manager directly responsible for this Restoration Services Project under this Bid No. 2018-07.

(b) Is the parent corporation of the Bidder's corporate structure being proposed as the Contractor in a Contract with the City and or NLPA? If not, please clearly identify the entity that is being proposed as the Contractor, and its relationship within the structure described in Section 6.1.4.1(a).

(c) Clearly identify any Bidder Parties and describe in detail the roles that each will have in the redevelopment and or operation and or management activities herein.



Please describe their organizations, annual revenues and the length of time they have been in business.

(d) Clearly identify any Bidder Parties that the Bidder intends to use to provide any of the services necessary to fulfill the requirements of this Bid. Please describe their organizations, annual revenues and the length of time they have been in business.

(e) Provide an organization chart, or facsimile thereof, depicting the operating relationship between the Bidder and Bidder Parties that would play a significant role in this Restoration Project, including those that will interface directly with the City and or NLPA.

(f) Describe any current or planned business or other contractual obligations that may have any influence on the capability of the Bidder and any of its Bidder Parties to meet the requirements of this Bid No. 2018-07.

(g) Describe in detail, the roles and responsibilities of the Bidder and any of its Bidder Parties in any of the current or planned business or other contractual obligations.

#### 6.2.4.2 Financial Capability

(a) For each entity identified in Section 6.2.4.1, provide relevant Bidder and, the applicable Bidder Parties documents that describe their financial status, such as audited financial statements, annual reports, and 10-K reports, for the twenty (20) most recent years.

(b) For each entity identified in Section 6.2.4.1, specify the entity's total annual revenue for the prior twenty (20) years, number of employees, products and services, affiliated companies, and other descriptive information.

#### 6.2.4.3 Experience and Ability

(a) Provide a detailed statement describing the Bidder's past experience with parking operations and related services, and the Bidder's ability to implement and maintain such operations and services.

(b) Describe in detail, for the Bidder and any of its Bidder Parties, all qualifications and capabilities to provide the services necessary to meet the requirements as set forth in this Bid No. 2018-07.

(c) Explain how the Bidder and any of its Bidder Parties will ensure that personnel performing the work for the City and or NLPA are qualified, trained and proficient.

#### 6.2.4.4 Legal Issues History

For purposes of this section, the scope of each question includes the Bidder and any of its Bidder Parties.

(a) During the twenty (20) years immediately preceding submission of the Bid, has the Bidder or any of its Bidder Parties been the subject of any bankruptcy, insolvency, reorganization or liquidation or receivership proceedings? If so, please explain.

(b) During the twenty (20) years immediately preceding submission of the Bid, has the Bidder or any of its Bidder Parties been the subject of any litigation, investigation or proceeding before or by an arbitrator or Governmental Authority which is continuing or threatened against the Bidder or any of its Bidder Parties involving:



- (1) Contractor default or claims of breach by a Governmental Authority or failure to perform services in accordance with the terms of one or more agreements with Governmental Authorities
- (2) Conviction of a criminal offense, including, but not limited to fraud, embezzlement or dishonest acts with respect to obtaining, attempting to obtain or performing a transaction or contract for a Governmental Authority or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, tax evasion, violating federal criminal tax laws, or receiving stolen property;
- (3) Violation of federal or state antitrust statutes relating to the submission of offers or Bids or the commission of any unfair trade practices
- (4) Tax and securities law violations, including fraud and delinquency;
- (5) Ethics, conflict of interest, corrupt practice and campaign contributions violations;
- (6) Breach of duty of good faith and fair dealing; or,
- (7) Violation of the U.S.A. Patriot Act provisions pertaining to business practices. If so, please explain.

(c) During the twenty (20) years immediately preceding submission of the Bid has the Bidder or any of its Bidder Parties been convicted of any criminal violations(s) of any environmental or health and safety law? If so, please explain.

(d) Is there, or has there been within the last twenty (20) years immediately preceding the submission of the Bid, any litigation or governmental or regulatory action pending or threatened against the Bidder or any of its Bidder Parties that might have a bearing on the ability of the Bidder or any of its Bidder Parties to provide services to the City and or NLPA (e.g., litigation with any state; or litigation between the aforementioned organizations and any third party provider of required services to the State, etc.)? If so, please explain.

(e) Has the Bidder or any of its Bidder Parties been principally involved in any legal or administrative actions directly with the State of Connecticut or any municipality in this State? If so, please explain.

(f) Is the Bidder or any of its Bidder Parties delinquent in any taxes or other monetary obligations owed to the City of the New London?

#### 6.2.4.5 Key Personnel

(a) Describe the Bidder or any of its Bidder Parties' key personnel, along with their qualifications and experience that are part of the Bid. At a minimum, "key personnel" shall include, but are not limited to: Project Manager, Operations Manager, assistant Operations Manager and overall Supervisor.

(b) Is the Bidder or any of its Bidder Parties willing to commit to keep these key individuals for the term of the Contract and or Restoration Project?





#### 6.2.4.6 Bidder Company History

(a) Describe your company history including a brief description of the Firm's experience and background particularly within the local market; its objectives and philosophies.

(b) Include your Firm's scope of restoration services for ten (10) U.S jurisdictions of approximate size or larger within two hundred-fifty (250) miles of New London.

(c) Provide a detailed description of the practices that demonstrate your Firm's history and proficiency in performing restoration services of parking structures.

#### 6.2.4.7 Affirmation of Due Diligence Representations

(a) Please affirm the representations in the Bid with respect to Due Diligence (see "Section 7.2").

#### 6.2.5 Article 5: References

The references should be for ten (10) U.S jurisdictions of similar size, if not larger, and scope, within two hundred-fifty (250) miles of New London. References should include a contact person, phone number and e-mail address. Failure to provide suitable references may be cause for rejection of the Bid.

### 6.3 Part II of the Bid is the Confidential Cost Worksheet

#### 6.3.1 Confidential Cost Worksheet

Develop the "Confidential Cost Worksheet" (see "Schedule A") for the Term of the Contract and the cost for maintenance and warranty, if any, in accordance with the guidelines set forth in this Bid No. 2018-07. The Confidential Cost Worksheet shall be kept completely separate and marked "Confidential". There shall be no reference to or discussion of costs in any part of the Bid other than in the Confidential Cost Worksheet.

6.3.2 Bidders must submit the Confidential Cost Worksheet in a separate sealed package to the city of New London's Purchasing Agent (see "Section 3.2"). The Confidential Cost Worksheet shall include the Restoration services Project budget, environment costs, proposed costs for mobilization/demobilization, installation of systems and related products (i.e., expansion joints, materials, etc.), and on-going maintenance as needed. Bidders **MUST** use the "Confidential Cost Worksheet" in Schedule A to record and submit the costs associated with the Bid. The package must contain:

- a) One (1) signed, printed and bound original Confidential Cost Worksheet.
- b) Five (5) additional printed and bound copies of the original Confidential Cost Worksheet.
- c) One (1) CD ROM-based electronic copies of the Confidential Cost Worksheet in Microsoft© Word Version 2003. Spreadsheets must be submitted in Microsoft© Excel Version 2003.

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## Section 7. Bid No. 2018-07 Conditions

The provisions of Section 7 deal with Bid Conditions, Due Diligence, and Bid Requirements and Representations. These provisions include language, conditions, requirements and representations that are applicable to the construction of the Bid and the assumptions, approaches and methodologies of the Bidder. For the successful Bidder, many of these provisions will be integrated into the subsequent Contract.

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### 7.1 Bid Conditions

#### 7.1.1. Adequacy and Completeness of Bid: Acceptance of Administrative Requirements

Failure to either respond to the information required in this Bid No. 2018-07, or to provide any other mandatory items, may result in rejection of the Bid as non-responsive by the City and or NLPA, in its sole discretion. Accordingly, Bidders must include, in the Transmittal Letter, statements accepting the administrative and other requirements set forth in this Bid No. 2018-07 and all Bids must reflect compliance with such requirements.

#### 7.1.2 Mandatory Terms and Conditions

Each Bidder is required to review the mandatory requirements as well as the Bid conditions and legal Terms and Conditions (see "Section 8").

#### 7.1.3 Binding Effect of Bid: Validation and Affirmation

The Bid shall be a binding commitment which the City and or NLPA at its sole discretion, may include by reference or otherwise, into any Contract with the Contractor. Accordingly, the Transmittal Letter and Bid shall be signed by an individual authorized to bind the Bidder. Said Transmittal Letter shall further contain a statement to the effect that the Bid is a firm offer for a one hundred eighty (180) calendar business day period from the date of the Bid Opening; or, as otherwise agreed upon between the City and or NLPA and the Bidder. Moreover, all prices, costs and formulae quoted shall be firm and fixed for the full Contract Term and or completion of the Restoration Service Project.

#### 7.1.4 Bid Not an Offer

This Bid No. 2018-17 does not constitute an offer by the City and or NLPA. Moreover, even if the City and or NLPA initially elects to enter into discussions with a Bidder, no binding contract, obligation to negotiate or discuss, or any other obligation shall be created unless a Contract is executed by the City and or NLPA and the Bidder (subject to approval by all appropriate parties including the City Administration, City Council, Office of the Director of Law and NLPA Board of Commissioners). Furthermore, the commencement of such discussions does not signify a commitment by the City and or NLPA to execute a Contract or to continue discussions. The Bidder or the City and or NLPA can terminate discussions at any time and for any reason.

Any recommendations or conclusions from this Bid No. 2018-07 process concerning a Bidder shall not constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, and statutory law of the State of Connecticut or the New London City Charter or the New London Code, as may be amended from time to time. Each Bidder waives any right it may have to bring any claim, whether in damages or equity, against the City of New London or NLPA, its agents and employees, with respect to any matter arising out of any process associated with this Bid No. 2018-07.



Moreover, this Bid No. 2018-07 does not commit the City and or NLPA to enter into a Contract or similar undertaking with any Bidder or any other organization.

#### **7.1.5 Deviating from Bid Requirements**

The City and or NLPA may reject any Bidder's that deviates significantly from the requirements of this Bid No. 2018-07. Bids submitted with any exceptions from requirements must identify and fully justify such exceptions for the City and or NLPA consideration, in accordance with Section 7.1.24 of this Bid.

#### **7.1.6 Oral Agreement or Arrangements**

Any alleged oral agreements or arrangements made by Bidders with any agency or employee of the City of New London or New London Parking Authority will be disregarded in any evaluation of the Bids or associated award. Moreover, any alleged oral agreement or arrangement with any agency or employee shall be void and of no effect.

#### **7.1.7 Contract Management**

The City and or NLPA will assign a Contract Administrator who will work with the Contractor's Project Administrator and the Project Manager to ensure that the terms and conditions of the Contract are met, that approved payments to the Contractor are made, that the Project budget is appropriately accounted for, and that approved Contract dispute resolution measures are followed.

#### **7.1.8 Implementation Time Frame**

The City and or NLPA anticipates an aggressive implementation approach and requests each Bidder to provide it with an achievable implementation timetable. In connection with its Due Diligence (see "Section 7.2") obligations each Bidder shall address implementation approach and inform the City and or NLPA of any foreseeable impediments to compliance therewith.

#### **7.1.9 Requirement for Representation as to the Accuracy and Completeness of the Bid**

To be acceptable, the Bid must contain all required information and statements in the form and order requested by this Bid No. 2018-07. The Bid must submit "none" or "not applicable" responses to any Bid question and information request, when such a response is the only appropriate response. Moreover, each Bidder shall make the following representations and warranty in the Transmittal Letter, the falsity of which might result in rejection of The Bid:

"The information contained in {NAME OF FIRM's} bid in response to Bid No. 2018-07 or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City and or NLPA is true, accurate, and complete. This includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City and or NLPA as to any material fact."

#### **7.1.10 Requirement for Representation Pertaining to Collusion or Conflict of Interest**

By responding to this Bid No. 2018-07, the Bidder shall be deemed to have represented, certified and warranted that:

7.1.10.1 The Bid is not made in connection with any Bidder submitting a separate Bid to this Bid No. 2018-07, and is in all respects fair and without collusion or fraud;



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7.1.10.2 The Bidder did not participate in Bid No. 2018-07 development process and had no knowledge of the specific contents of the Bid prior to its issuance;

7.1.10.3 No employee of the City and or NLPA participated directly or indirectly in the preparation of the Bid to this Bid No. 2018-07;

7.1.10.4 The services to be provided by the Bidder do not in any way conflict with the interests of any individual, group, business, or governmental organization with which Bidder is employed or with which Bidder has an agreement or is associated, and, in the event such a conflict arises during the term hereof, Bidder will immediately notify the City and or NLPA in writing;

7.1.10.5 No member of the governing body of the City and or NLPA, or its designees, employees or agents, and no other public official, either paid or unpaid, who exercises any functions or responsibilities with respect to the Contract shall, during the individual's tenure or thereafter, have any personal or financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work and or services to be performed in connection with the Contract. The Bidder shall cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the provisions of this paragraph; and,

7.1.10.6 The Bidder has not employed or retained any Person other than bona fide employees or consultants working solely for the Bidder to solicit or secure the Contract and that it has not paid or agreed to pay any Person any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of the Contract.

The Contract shall include a provision for the breach or violation of the representations contained in Section 7.1.9, above, granting executable the right to annul the Contract without liability, or, at its discretion, to deduct from the agreed price or consideration or otherwise to recover the full amount of such fee, commission, percentage, brokerage fee or contingent fee.

### **7.1.11 Independent Price Determination**

A Bid will not be considered for award if the price in the Bid was not arrived at independently, without collusion, consultation, communication, or agreement as to any matter related to such Bid with any other Bidder, competitor, or public officer.

By submission of a Bid, the Bidder shall be deemed to have represented, warranted and certified that, the following requirements have been met in connection with this Bid:

7.1.11.1 The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.

7.1.11.2 Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Bidder on a prior basis, directly or indirectly, to any other organization or to any competitor.

7.1.11.3 No attempt has been made or will be made by the Bidder to induce any other Person to submit or not to submit a Bid for the purpose of restricting competition.



### 7.1.12 Ownership of Bids

Upon receipt, all Bids submissions shall become the sole property of the City and or NLPA. Except as expressly provided in Section 7.1.13, the City and or NLPA is not restricted in its rights to use or disclose any or all the information contained in the Bid. The City and or NLPA shall not be bound by any language in the Bid indicating the confidentiality of the Bid or any other restriction on its use or disclosure.

### 7.1.13 Trade Secrets/Proprietary Information/ Freedom of Information Act

Nothing in the Freedom of Information Act ("FOIA") shall be construed to require disclosure of Bids submitted in response to this Bid No. 2018-07 or any record or file made by a public agency in connection with the contract award process, until such contract is executed or negotiations for the award of such contract have ended, whichever occurs earlier, provided the Chief Executive Officer of such public agency certifies that the public interest in the disclosure of such Bids, record or file is outweighed by the public interest in the confidentiality of such Bids, record or file. The Executive Director of the City and or Director of Parking of the NLPA hereby certifies that the public interest in the disclosure of such Bids, record or file is outweighed by the public interest in the confidentiality of such Bids, record or file.

Upon conclusion of the Bid No. 2018-07 process, the Bids are considered a public record or file, subject to disclosure under the provisions of FOIA and the corresponding regulations. Accordingly, the Bidder shall identify any and all commercial or financial information that it deems to be submitted in confidence and believes is not required to be disclosed under FOIA. Those particular sentences, paragraphs, pages or sections that a Bidder believes to be either proprietary, a trade secret or otherwise confidential shall be specifically identified as such. Any and all information that the Bidder submits under this provision shall be separated from the remainder of the Bid and enclosed in a separate envelope. Convincing explanation and rationale sufficient to justify each exemption from release consistent with C.G.S. §1-210(b) shall accompany the Bid.

The rationale and explanation shall be stated in terms of the prospective harm to the competitive position of the Bidder that would result if the identified material were to be released. The Bidder shall state the reasons it believes the materials are legally exempt from release pursuant to FOIA. The final administrative authority to release or exempt any or all material so identified rests solely with the City and or NLPA; subject to adjudication by the Freedom of Information Commission should the Bidder's request be challenged.

In submitting the Bid, each Bidder agrees that the City and or NLPA may reveal any trade secret materials contained in such bid submission to all staff and officials involved in the selection process, and to any outside consultant(s) or other third parties who serve on the Evaluation Committee or who are hired to assist in the selection process. Furthermore, each Bidder agrees to indemnify and hold harmless the City and or NLPA and each of its officers, employees, and agents from all costs, damages and expenses incurred in connection with refusing to disclose any material which the Bidder has designated as confidential or as a trade secret. Any Bidder that designates its entire bid submission as confidential or a trade secret may be disqualified by the City and or NLPA, in its sole discretion.

### 7.1.14 Bid Costs

The City and or NLPA assumes no liability for payment of any costs or expenses incurred by any Bidder in (a) responding to this Bid No. 2018-07; (b) preparing the Bid for clarification; (c) submitting to interviews; (d) preparing and participating in a Bidder's presentation; (e)



negotiating the Contract; (f) attending meetings and presentations required for the Contract approval process; or, (g) engaging in any activity related to Bid No. 2018-07 and the subsequent Contract negotiation process. Each Bidder that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from the City and or NLPA for the costs and expenses associated with Bid No. 2018-07 process.

#### **7.1.15 Conformance of Awards with State Statutes**

Any award resulting from Bid No. 2018-07 and or process must be in full conformance with the laws of the State of Connecticut, the City of New London and the regulatory and procedural requirements of the City and or NLPA. The State's statutes and regulations and the Charter and ordinance of the City of New London are available on-line.

#### **7.1.16 Joint Ventures**

Joint ventures will not be accepted. The City and or NLPA will only enter into a Contract with a single Contractor who will be required to assume full responsibility for the parking operations and related services identified in Bid No. 2018-07 whether or not the installation of equipment, systems and related products (i.e., expansion joints, materials, etc.) and or services are manufactured, produced or provided by the Contractor. Moreover, by submitting the Bid, the Bidder agrees to perform the services as an independent operator and not as an agent or employee of the City and or NLPA.

The Contractor may enter into written subcontract(s) for performance of certain of its functions under the Contract only with written approval from the City and or NLPA prior to entering any subcontract.

The Contractor shall be wholly responsible for the entire performance of the Contract whether or not Subcontractors are used. Additionally, NLPA and the City of New London shall be named as a third-party beneficiary in all subcontracts, if so requested by the City and or NLPA.

#### **7.1.17 Bidder Presentation of Supporting Evidence/Surety**

Each Bidder must be prepared to provide any evidence of its historical related experience pertinent to this Bid No. 2018-07, performance ability, and or financial standing and or surety that City and or NLPA deems to be necessary or appropriate to fully establish the performance capabilities represented in the Bid with respect to all undertakings, duties, and obligations set forth or implied in the Bid.

#### **7.1.18 Corporate Reporting**

In the Bid, each Bidder must provide:

7.1.18.1 A certificate of authority, certificate of legal Existence or certificate of good standing, as applicable, from the Office of the Secretary of the State of Connecticut, which shall be updated prior to the execution of the Contract;

7.1.18.2 A corporate resolution of authority granting the signatory binding authority to act on behalf of the Bidder/Parties;

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7.1.18.3 Verifiable demonstration of compliance with the requirements of being an equal opportunity employer under the New London Code (see "**Schedule G**"), as may be amended from time to time, on a form provided by the City and or NLPA, which shall be updated within sixty (60) days of the execution of the Contract, in the letter form, report and certification, attached hereto as the City Standard Forms (see "**Schedule C**") as required and or set forth in this Bid No. 2018-07;

7.1.18.4 A tax clearance statement from the Finance Director of the City of New London demonstrating that the Bidder owes no back taxes, as required by §§2-571 and 2-576 of the New London Code, as may be amended from time to time, which shall be updated within sixty (60) of the execution of the Contract;

7.1.18.5 A clearance from the Assessor of the City of New London demonstrating that the Bidder has filed a current list of taxable personal property as required by the General Statutes, which shall be updated within sixty (60) days of the execution of the Contract; and,

7.1.18.6 A statement from the State of Connecticut Department of Labor regarding employee contributions, which shall be updated within sixty (60) days of the execution of the Contract.

7.1.18.7 A certification by the Bidder pertaining to the City Standard Forms as required by this Bid No. 2018-07, attached hereto as **Schedule C**, which shall be updated within sixty (60) days of the execution of the Contract

7.1.18.8 Prior to execution of the Contract legal counsel for the Bidder shall provide a favorable opinion to the City and or NLPA as to the Bidder is in good standing and validly existing under the laws of the State of Connecticut (or other jurisdiction) or otherwise authorized to conduct business in the State of Connecticut; the Contract has been duly authorized.

#### **7.1.19 Offer of Gratuities**

The Bidder must warrant, represent and certify in the Transmittal Letter that no elected or appointed official or employee of NLPA or the City of New London has or will benefit financially or materially from this procurement. Any Contract or award arising from this Bid No. 2018-07 may be terminated by the City and or NLPA if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the Bidder, the Bidder's agent(s), representative(s) or employee(s).

#### **7.1.20 Corporate Governance (if applicable)**

If applicable, the Bidder must state in the Transmittal Letter that it complies fully with the August 2002 corporate governance rules proposed by the New York Stock Exchange ([www.nyse.com/pdfs/corp\\_gov\\_pro\\_b.pdf](http://www.nyse.com/pdfs/corp_gov_pro_b.pdf)). Any non-compliance must be identified and explained.

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### **7.1.21 Conclusions Drawn or Interpretations of Bid**

The City and or NLPA assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this Bid No. 2018-07, or otherwise distributed or made available during this procurement process. In addition, the City and or NLPA will not be bound by or be responsible for any explanation, interpretation or conclusions of this Bid No. 2018-07 or any documents provided by the City and or NLPA other than those given in writing by the City and or NLPA through the issuance of addenda to this Bid No. 2018-07. In no event may a Bidder reply on any oral statement by the City and or NLPA or its agents, advisors or consultants.

### **7.1.22 Conflicts, Discrepancies or Omissions in Bid**

Should a Bidder find conflicts, discrepancies or omissions in this Bid No. 2018-07 or any other documents provided by the City and or NLPA, the Bidder should immediately notify the City and or NLPA of such potential discrepancy and each Bidder shall be informed of any clarification, if necessary, in accordance with the procedures set forth in this Bid No. 2018-07. Each Bidder requesting an interpretation will be responsible for delivering such requests to the City and or NLPA in writing to the Point of Contact (see "Section 3.2"). Failure to notify shall constitute a waiver of claim of ambiguity, inconsistency or error by the Bidder.

### **7.1.23 Exceptions to the Bid**

Other than exceptions that are permitted in accordance with this Section, each Bid shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this Bid No. 2018-07. An "exception" is defined as the Bidder's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the Bid. All exceptions taken must be identified and explained in writing in the Bid and must specifically reference the relevant section(s) of this Bid. If the Bidder provides a supplemental solution when taking an exception to a requirement, the benefits of this supplement solution and impact, if any, on any part of the remainder of the Bidder's solution, must be described in detail.

### **7.1.24 Other Rights Reserved by CITY/NLPA**

The City and or NLPA, in its sole discretion, reserves the right to:

- 7.1.24.1 Amend or cancel this Bid No. 2018-07 at any time prior to contract award;
- 7.1.24.2 Modify deadlines through amendments to this Bid No. 2018-07;
- 7.1.24.3 Establish and modify the timing and sequence of events resulting from this Bid No. 2018-07;
- 7.1.24.4 Refuse to accept, or return accepted Bids that do not comply with procurement requirements;
- 7.1.24.5 Reject any Bid in default of any prior contract or tax payment or any other monetary obligation owed to the State of Connecticut, City of New London or NLPA or for misrepresentation of material presented;
- 7.1.24.6 Reject any Bid that is received after the deadline;
- 7.1.24.7 Reject any Bid which is incomplete or in which there are significant inconsistencies or inaccuracies;





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- 7.1.24.8 Accept or reject any or all Bids submitted for consideration in whole or in part; waive minor defects, irregularities, informalities, technicalities or omissions; and, correct inaccurate awards resulting from its clerical errors;
- 7.1.24.9 Allow no additions or changes to the original Bid after the due date specified herein, except as specifically requested and authorized by NLPA's Point of Contact;
- 7.1.24.10 Require Bidders, at their own expense, to submit written clarification of the Bid in a prescribed manner or format;
- 7.1.24.11 Negotiate separately any service in any manner necessary;
- 7.1.24.12 Contract with one or more Bidders who submit bids in response to this Bid No. 2018-07 Restoration Service for the water Street Garage, if deemed to be in the best interest of the City and or NLPA;
- 7.1.24.13 Consider cost and all factors in determining the most advantageous Bid for the City and or NLPA;
- 7.1.24.14 Contract for all or any portion of the scope of services or tasks within this Bid No. 2018-07; and,
- 7.1.24.15 Discuss with selected Bidder(s) any terms and conditions in the Bids including (but not limited to) financial terms.

## 7.2 Due Diligence

7.2.1 The Bids, by submission, are representing that they have examined and are thoroughly familiar with each of the elements of this Bid No. 2018-07, including without limitation the installation of systems and related products (i.e., expansion joints, materials, etc.), data and information pertaining to parking utilization, actual physical items, facilities, or functions essential to the satisfactory implementation, management and administration of the Water Street Garage parking operations for the City and or NLPA's parking facilities ("Due Diligence") and the services to be provided under the ensuing Contract. The representations set forth in Section 7.2 shall be considered of significant importance in the evaluation of Bids and shall be affirmed in the Bid and included in the Contract for the Term of the Contract.

7.2.1.1 The Bid shall describe, any discrepancies or inaccuracies in the information assembled in this Bid No. 2018-07 (including any facts that might result in changes), any Schedules thereto, observations and any information otherwise provided by the City and or NLPA. An explanation shall be provided for each discrepancy or inaccuracy, giving in detail, the extent of the discrepancy or inaccuracy, and the Bidder's plan for addressing such discrepancy or inaccuracy.

7.2.2 Each Bid, by submission, shall be deemed to have certified, warranted and represented that they have had the opportunity to:

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7.2.2.1 Review or have been afforded opportunity, by the City and or NLPA, to review all relevant physical items, parking facilities, services or functions essential to the satisfactory implementation of the restoration services project and operation of the City and or NLPA,'s parking facilities and shall certify that all such items, parking facilities, services or functions are included in a pending Contract and thereby warrants that there are no discrepancies set forth that would impede the successful implement of the Contract under this Bid No. 2018-07;

7.2.2.2 To ask questions as seen fit, throughout the Bid No. 2018-07 submission period, pertinent to the provision of services under this Bid No. 2018-07, the capacity of the City and or NLPA to achieve its objectives, the available Due Diligence resources, and to review other Bidders' questions and respective responses by the NLPA's staff, and,

7.2.2.3 Conducted all Due Diligence prior to the submission of the Bid.

Accordingly, any additional costs, services or equipment resulting from the failure of the Bidder to complete Due Diligence prior to submission of its Bid shall be borne by the Bidder/Contractor.

**7.2.3** Each Bid, by submission, shall be deemed to have warranted and represented that:

7.2.3.1 Its failure to investigate and verify facts or its failure to identify operational changes that would enlarge the scope of this Bid and to define such category of change shall, in no way, be cause for future claim of ignorance of such facts or conditions, nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

7.2.3.2 No additional licenses or authorizations are necessary to accomplish implementation of the restoration services required by this Bid with the exception of those referred to in the Bid;

7.2.3.3 It is responsible for all aspects of the Bid, including but not limited to restoration services requirements and specifications fully set forth in this Bid No. 2018-07 and thereby confirms that the Bid and the contents therein are in accord with the requirements and specifications of this Bid No. 2018-07, any Exhibits, Schedules thereto and any other information that has been made available by the City and or NLPA, to Bidders;

7.2.3.4 It is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Contract, as a result of such failure; and,

7.2.3.5 It has been responsible for specifying any changes and disclosing any new costs prior to the award of the Contract under this Bid No. 2018-07. Thus, in the event any changes or costs are otherwise required, during the implementation, operation and administration of the Contract, the sole responsibility for any adjustment, modification, delay and cost of such changes shall reside with the Bidder/Contractor.

Moreover, the Bidder/Parties shall be responsible, at its sole cost and expense, for the additional services, deliverables or system products necessary to meet the requirements of this Bid and, ultimately, the Contract awarded hereunder.



## 7.3 Bid Requirements

### 7.3.1 General Bid Requirements and Representations

7.3.1.1 The Bid must include a representation that

7.3.1.1.1 The Bidder will perform its work as an independent contractor, and not as an agent or employee of the City and or NLPA, and therefore shall not represent or otherwise portray itself, any of the Bidder Parties, as an agent or employee of the City and or NLPA; and,

7.3.1.1.2 All qualified personnel identified as "Key Personnel" in the Bid shall actually work on the Project in the manner and time-frame described in the Bid as shall be further amplified in the Contract. It shall be further acknowledged by the Bidder that the list of such Key Personnel will be considered as a commitment to maintain their services as set forth in the Bid and agreed to in the Contract; subject to the right of the City and or NLPA, in its sole discretion, to remove any and all personnel at any time. Bidders shall identify all "Key Personnel", their qualifications and roles and responsibilities for this Project.

7.3.1.2 The Bid should specify what the Bidder expects of the City and or NLPA with respect to administrative responsibilities.

7.3.1.3 The Transmittal Letter shall include a representation to the effect that no changes, substitution, additions or deletions in Bid shall be made unless approved in advance by the City and or NLPA.

### 7.3.2 Work Product Property of CITY/NLPA

Any work product developed under the Contract awarded as a result of this Bid No. 2018-07 shall be the sole property the City and or NLPA.

### 7.3.3 Compliance with Laws: Equal Opportunity and Affirmative Actions

Each Bid, by submission, agrees to make itself aware of and comply with all City of New London, State of Connecticut, and United States of America laws, ordinances, regulations, rules, statutes and the Charter of the City of New London applicable to the services covered by this Bid No. 2018-07. Each Bidder further agrees that it will at all times during the Term of the Contract and or completion of the Restoration Project be in compliance with all applicable federal, state and or local laws regarding employment practices. Such laws will include, but shall not be limited to Workers' Compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act ("ADA"), the Family and Medical Leave Act ("FMLA"), and all Occupational Safety and Health Administration ("OSHA") regulations applicable to the work covered by this Bid NO. 2018-07 as well as the Living Wage Ordinance of the City (see "**Schedule D**").

7.3.3.1 The City and or NLPA is an equal opportunity and affirmative action employer and does not discriminate in its hiring, employment (see "**Schedule E**" and "**Schedule G**" and "**Schedule I**") or business practices, including its purchasing policies (see "**Schedule H**"). Moreover, The City and or NLPA is committed to complying with the Americans with Disabilities Act of 1990 and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities. The laws of the State of Connecticut and the City of New London strive to ensure that all segments of the business community have



access to supplying the goods and services needed by the City and or NLPA. The City and or NLPA affirmatively work to encourage utilization of minority business enterprise in all procurement activities. The City and or NLPA provides equal opportunity for all businesses and does not discriminate against any Bidder regardless of race, color, religion, age, sex, national origin, or disability. Accordingly, the Bids shall include a summary of the Bidder's experience with affirmative action. This information is to include a summary of the Bidders affirmative action plan and policy statement (see "**Schedule C5**").

### 7.3.4 Disclosure

The Transmittal Letter and the Bid must include a written, certified and sworn statement executed by an authorized officer/member that attests to the fact that the Bidder or Bidder Parties:

7.3.4.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or prohibited from doing related business covered by this Bid No. 2018-07 by any local, state, federal department or agency.

7.3.4.2 Have not within a twenty (20) year period preceding this Bid No. 2018-07 been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen state property;

7.3.4.3 Are not presently indicted or awaiting indictment for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subparagraph 7.3.4.2, above;

7.3.4.4 Have not within a twenty (20) year period preceding this Bid had one or more public transactions (federal, state, or local) cancelled or terminated for cause or default; and or,

7.3.4.5 Have not within a twenty (20) year period preceding this Bid No. 2018-07 filed for bankruptcy nor is bankruptcy or the filing for bankruptcy presently or imminently threatened.

### 7.3.5 Bidder Misrepresentation or Default

The City and or NLPA will reject any Bid and void any award resulting from this Bid No. 2018-07 to a Contractor who materially misrepresents any product and or service or defaults on any contract to the State of Connecticut or the City of New London.

### 7.3.6 Insurance

The Bidder shall agree to carry proper insurance to protect the City and or NLPA from loss, as set forth in Section 8.1.1.E.23, Section 8.9, Section 8.12.6, Section 8.12.7, Section 8.12.10 and Schedule A of this Bid No. 2018-07.

7.3.6.1 **Public Records:** The Bidder shall agree to contractual provisions ensuring the confidentiality of public records or files that the Contractor has access to, and that remain exempt from disclosure under FOIA or other applicable law. In the Bid, the Bidder shall acknowledge that the Contract will include civil and potential criminal sanctions for the unauthorized disclosure of such records or files.



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The Contractor and its employees, agents, officers, directors, partners and authorized representatives shall be treated as municipal employees solely with respect to any civil or criminal statutes providing for civil or criminal sanctions for unauthorized disclosures.

**7.3.6.2 Business Processes of City and or NLPA:** Contractor shall not, at any time during, or after the expiration of, the term of the Contract, divulge to any person, or use for its or any other person's benefit, any information or fact relating to the conduct, management, or business of the City and or NLPA, which shall have come to the knowledge of Contractor in the course of providing the Services hereunder. Contractor further agrees to treat as confidential, and to use only for the advancement of the interest of the City and or NLPA, all data and other information submitted to or obtained by it in connection with the Project during the term of the Contract. Except as may otherwise be agreed by the City and or NLPA, all originals and copies of any such materials shall be returned to the City and or NLPA upon completion of the Project or at such earlier time as is requested by the City and or NLPA.

### **7.3.7 Right to Audit**

The Bidder agrees to provide the City and or NLPA and or the authorized representatives of the City and or NLPA access to Bidder documents, papers, or other records pertinent to this Bid No. 2018-07 in order to make audits, examinations, excerpts and transcripts.

### **7.3.8 Use of CITY/NLPA's Name**

No advertising, sales promotion or other materials of the Bidder or its Bidder Parties may identify or reference the Contract, or the City and or NLPA in any manner without obtaining the City and or NLPA's prior written consent. As a condition of entering into a Contract, the Bidder further agrees to refrain from the following, absent the City and or NLPA 's prior written approval: (a) making any statement to the media regarding the subject matter of this Bid No. 2018-17 or the subsequent Contract; or (b) making any statement to the media on any issue which is in the City and or NLPA 's judgment likely to cause the Bidder the City and or NLPA staff to be viewed as anything other than neutral with respect to the subject matter of this Bid No. 2018-17 or subsequent Contract, or cast doubt on the competence or integrity of the City and or NLPA. Failure to comply with this Section by the Bidder shall constitute a material breach and, without limiting any other remedies the City and or NLPA may have, shall entitle the City and or NLPA to reject the Bid or terminate the subsequent Contract for default.

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## Section 8. Standard Terms and Conditions

Section 8 addresses standard Terms and Conditions that are applicable to the various aspects of this Bid No. 2018-07 Restoration Services for the Water Street Garage. These provisions, at the option of the City and or NLPA will likely be included in the Contract that is sent to the selected Bidder; however, the City and or NLPA reserves the right to modify these provisions in order to be responsive to the terms of the business transaction. The Bidders are encouraged to raise questions regarding these terms and conditions prior to the submission of the Bid; however, any issues that Proponents raised in the Bid will be taken into consideration by the City and or NLPA during evaluation.

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### 8.1 Standard Invitation for Bid No. 2018-07

City of New London - Department of Finance Purchasing Agent  
13 Masonic Street, New London, CT 06320  
Phone (860) 447-5215 Fax (860) 447-5297

#### 8.1.1 Standard Invitation for Bids (IFB) and Contract Terms and Conditions

All Invitations for Bids issued by the City of New London (City) will bind Bidders to the terms and conditions listed below, unless specified otherwise in any individual Invitation for Bids.

Incorporated by reference into the Contract are the provisions of 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 the Contract and any amendments thereto.

#### A. Submission of Bids

1. Bids must be submitted on forms supplied by the City of New London. Telephone, facsimile or e-mail bids will not be accepted in response to an Invitation for Bids. An original and one (1) copy of the Proposal Form shall be returned to the Purchasing Agent.
2. The date and time bids are to be opened are given in each Invitation for Bids issued. Bids received after the specified date and time of the bid opening given in each Invitation for Bids will not be considered. Bid envelopes must clearly indicate the bid number as well as the date and time of the bid opening. The name and address of the bidder should appear in the upper left-hand corner of the envelope.
3. Incomplete proposal forms may result in the rejection of the bid. Amendments to bids received by the Purchasing Agent after the date and time specified for the bid opening shall not be considered. Bids shall be computer prepared, typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. A person duly authorized to sign bids for the bidder shall sign all bids. Unsigned bids 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 bid for those items erased, altered or corrected and not initiated.



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4. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one that limits, modifies, expands or supplements any of the terms and conditions and or specifications of the Invitation for Bids.
5. Alternate bids will not be considered. An alternate bid is defined as one that is submitted in addition to the bidder's primary response to the Invitation for Bids.
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 Invitation for Bids 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 Stater Such taxes must not be included in the bid prices.
8. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.
9. By its submission the Bidder represents that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.
10. All bids will be opened and read publicly and upon award are subject to public inspection.

#### **B. Guaranty or Surety**

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 seat 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,

- 11.1 **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).
- 11.2 **Performance Bond** — One hundred percent (100%) of contract price for projects that exceed fifty thousand dollars (\$50,000, 00).
- 11.3 **Labor and Material Payment Bonds** — One hundred percent (100%) of contract price for projects that exceed fifty thousand dollars (\$50,000.00).

#### **C. Award**





12. Award of the Contract will be made to the lowest responsible, qualified bidder and will be based on net cost and City specifications. The City of New London reserves the right to award the Contract to other than the low bidder and to make multiple awards if deemed in the best interest of the City.

13. The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

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

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Form can be found at [http://www.ct.gov/opm/cwp/viewasp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/viewasp?a=2982&q=390928&opmNav_GID=1806).

14. The City of New London allows a fifteen percent (15%) local vendor preference. A New London based business will be considered the lowest responsible bidder if its bid is within fifteen percent (15%) of the low bid and it is willing to accept the award at the low bid price. Any bidder 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.

15. 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.

16. The Purchasing Agent may correct inaccurate awards resulting from clerical or administrative errors,

#### **D. Other Requirements**

17. 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 \$400,000 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.

18. 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 \$400,000 for new construction. For such projects, it is understood that



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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.

#### E. Contract

19. The existence of a contract shall be determined in accordance with the requirements set forth above.

20. 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.

21. 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.

22. 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.

23. 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:

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

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

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

23.4 **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.

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



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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 the 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. 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.

24. Notwithstanding any provision or language in the Contract to the contrary, the Mayor may, without cause, terminate the Contract 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 affected 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 the 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.

#### **F. Delivery**

25. All products and equipment delivered must be new unless otherwise stated in the proposal specifications.

26. 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.

27. Payment terms are net 45 days after receipt of goods or invoice, whichever is later, unless otherwise specified.

28. 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

#### **G. Saving Clause**



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29. 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, 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.

## H. Advertising

30. 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,

## I. Rights

31. 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 the Contract.

32. 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.

33. 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.

### 34. Executive Orders

The Contract is subject to the provisions of:

**34.1 Executive Order No. Three of Governor Thomas J. Meskill**, promulgated June 16, 1971, concerning labor employment practices;

**34.2 Executive Order No. Seventeen of Governor Thomas J. Meskill**, promulgated February 15, 1973, concerning the listing of employment openings;

**34.3 Section 16 of Public Act 91-58**, nondiscrimination regarding sexual orientation; and,



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**34.4 Executive Order No. Sixteen of Governor John G. Rowland**, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it.

At the Contractor's request, the City and or NLPA shall provide a copy of these orders to the Contractor.

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## 8.2 One-Time Purchase.

Bid No. 2018-07 Restoration Services for the Water Street Garage is a one-time purchase.

### 8.2.1 Availability of Funds

This procurement is subject to the availability of funds and approval of the NLPA Board of Commissioners and all appropriate parties in the City Administration and Council.

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### 8.2.2 Commencement of Term

The selected Bidder will be expected to commence on an agreed upon date following execution of the Contract(s) by all appropriate parties.

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## 8.3 The Contractor

The Contractor shall be the sole point of contact for the Bidder and shall be responsible for the performance of all services under the Contract. The Contractor shall not subcontract any work under the Contract to any other Firm except as may be identified in the Bid and permitted under the Contract. The Contractor shall be entirely responsible for all actions and work performed by its Bidder Parties. All terms, conditions, and requirements of the Contract will apply without qualification to any services and work performed by any Bidder Party of the Contractor.

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## 8.4 Authorized to Work on Project

The Contractor shall certify that all personnel are legally authorized to perform work under the Contract, pursuant to state and federal guidelines, policy, mandates and statutes, and shall further attest, under penalty of perjury, that all proposed personnel assigned by the Contractor or any approved Bidder Party staff, whether identified by name in the Contract or not, are one of the following: (a) a citizen or national of the United States; (b) a lawful permanent resident; or, (c) otherwise authorized to work in the United States until such individual's Project responsibilities have been fulfilled.

The Contractor shall further represent that each individual assigned at any time to perform work under the Contract will be in compliance with the requirements of this section and shall acknowledge that the City and or NLPA reserves the right to audit the Contractor's records for compliance with this section.

All work performed under the Contract, regardless of by whom, shall be performed within the borders of the United States.

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## 8.5 News Releases

The City and or NLPA is the only entity authorized to issue news releases relating to this Bid NO. 2018-17, its evaluation, award, or any contract and performance there under.



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## 8.6 Deliverables and Payment

The Contractor will receive the payments upon approval by the City and or NLPA's Contract Administrator, of the invoices as set forth in the Contract.

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## 8.7 Inspection and Approval of Work

The Contractor will permit the City's duly authorized representative and or NLPA's Project Administrator to inspect and audit all work, material and other data and records connected with the Contract.

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## 8.8 Retention of Records

The Contractor shall maintain accounting records and other evidence pertaining to the costs incurred in accordance with all document retention regulations in the State of Connecticut, and shall make the records available to the City and or NLPA at the Contractor's office, at all reasonable times, for the Term of the Contract and for a relevant period of time after the Expiration of the Term as set forth by the regulations of the State Librarian.

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## 8.9 Responsibility to Its Employees

The Contractor accepts full responsibility for payment of unemployment insurance, workers' compensation, and social security, as well as all income tax deductions, and any other taxes or payroll deductions required by the law for its employees engaged in the work authorized by the Contract.

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## 8.10 Organization of Project Team

### 8.10.1 Organization of the Project Team

The City and or NLPA and the Contractor shall be mutually responsible for organizing a Project team consisting of the Contractor's Key Personnel and NLPA's Project staff. The Contractor shall provide a graphical representation of the Project team organization. The Contractor shall have no supervisory or other control over any NLPA staff.

8.10.1.1 Contractor Project Team Members. The Contractor will provide a Project Manager and a fully qualified backup, with appropriate skills and experience, for the entire duration of the Project and will not substitute or assign personnel to the Project unless the City and or NLPA reviews the qualifications of the new individual and the Project Administrator approves the replacement as shall be set forth in the Contract.

### 8.10.2 Other Contractor Personnel

All additional and or key support personnel required to successfully complete the Project shall be identified in the proposed Project Plan. For the duration of the Project, these support personnel will work closely with the City and or NLPA staff involved in the Project.

### 8.10.3 Communications

All communications between the Contractor and the City and or NLPA Project team and or any outside party must be through the NLPA's Project Administrator.

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## 8.11 Option of Obtaining Services Outside of the Contract Resulting from Bid No. 2018-07

The City and or NLPA reserves the right to contract separately for other services within the scope of this Project, when in the best interest of the City and or NLPA.



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## 8.12 Legal Terms and Conditions

All Bidders must adhere to the following legal, procedural and policy conditions and requirements and shall clearly state its compliance in this Bid No. 2018-07. These conditions and requirements shall form the basis of the Contract that will be transmitted upon conditional award. In the event the Bidder objects to specific conditions and requirements the Bid shall: (1) include a clear statement of its rationale for the objection; (2) provide recommended supplemental provisions (consistent with the verbiage used throughout the conditions and requirements) for the City and or NLPA's consideration; and, (3) include a statement of the ways and means that the recommended provisions would correct the claimed deficiency, while maintaining fairness to both parties. **IT IS NOT ACCEPTABLE** to simply replace the City and or NLPA provision with a Bidder's supplemental provision. While this requirement does not constitute a negotiation of the terms of an eventual Contract the City and or NLPA seeks to elicit enough information in order to assess the expectations of the Bidder with respect to these conditions and requirements.



During the procurement process and the evaluation of the Bids the objections shall be taken into account by the City and or NLPA and **MAY BE THE BASIS FOR REJECTION OF THE BIDDER or BID.** Following the conditional award, if City and or NLPA cannot reach consensus with the Bidder within a reasonable time, City and or NLPA shall start the Bid process again by the re-issuance of this Bid No. 2018-07.

Each Bidder shall address the following items:

#### **8.12.1 Discrimination in Employment or Housing by the Contractor**

As a condition of the Contract with City and or NLPA, the Contractor acknowledges and agrees that it shall not discriminate in either employment or housing as more fully set forth in the applicable provisions of federal and state law and regulation as presently in full force and effect or, as may be amended, from time to time. Such prohibition shall extend and be applicable to all Bidder Parties let or awarded and all contracts let or awarded by either City and or NLPA or the Contractor.

8.12.1.1 **NONCOMPLIANCE** with the provisions of Harassment and Discrimination Policy Statement (see "**Schedule E**") and Chapter 13.1, Article II, Fair Housing Ordinance (see "**Schedule F**") of the New London Code, as may be amended from time to time, shall be grounds for cancellation, termination or suspension of the Contract, in whole or part, by City and or NLPA.

#### **8.12.2 Due Diligence Representations and Warranties**

The Contractor shall agree to the representations and warranties pertaining to Due Diligence in Section 7.2 of this Bid No. 2018-17.

#### **8.12.3 FOIA and Public Records**

The Contract may be subject to the provisions of C.G.S., §§1-218. In accordance with this section, each contract in excess of two million five hundred thousand dollars (\$2,500,000) between a public agency and a Person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a Person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of C.G.S., §§1-205 and 1-206.

#### **8.12.4 Forum and Choice of Law**

The Contract shall be deemed to have been made in the City of New London, State of Connecticut. The Contractor and City and or NLPA will agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. The complaint shall be made returnable to the Connecticut State Court, Judicial District of New London only, and shall not be transferred to any other court. The Contractor shall waive any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.





### 8.12.5 Indemnification and Hold Harmless

Contractor shall indemnify, defend and hold harmless the New London Parking Authority and the City of New London, and their respective agents, officials, employees, successors and assigns (collectively, the "Indemnitees") from and against any and all loss and liability (statutory or otherwise), claims, demands, actions, causes of action, suits, judgments, costs, executions, interest and expense whatsoever (hereinafter, individually and collectively, a "Claim" or "Claims"), in law or in equity, which arise from or in connection with Contractor's performance or failure to perform hereunder and or any other act, error or omission which occurs or fails to occur on the part of Contractor or any of its directors, officers, partners, members, agents or employees under or in connection with the Contract or the service(s) contracted during the term hereof. Contractor's obligations to indemnify and hold harmless the Indemnitees as aforesaid shall include, but not be limited to, protecting the Indemnitees from all Claims for or arising from:

- (i) any failure by Contractor to pay for any goods or services obtained by it hereunder,
- (ii) any negligent act, error or omission on the part of Contractor or any of its directors, officers, partners, members, agents or employees in the acquisition or provision of any goods or services hereunder, and
- (iii) any injury (including death) to persons, or damage to real or personal property (including the loss of use thereof and environmental contamination), which results from any act, error or omission on the part of Contractor or any of its directors, officers, partners, members, agents or employees under or in connection with the Contract.

In case any action or proceeding is brought against any of the Indemnitees by reason of any matter which is the subject of the foregoing indemnity, Contractor shall pay all costs of investigation and defense (including, but not limited to, all court costs, reasonable attorneys' fees, and out-of-pocket expenses), and all losses and liabilities which result therefrom. The provisions of this Section shall survive the expiration or earlier termination of the Contract.

### 8.12.6 The Contractor's Insurance and Bonding Requirements

The Contractor shall purchase and maintain such insurance as will protect it and the other parties specified or referenced within this Bid No. 2018-07 and subsequent Contract from claims identified below, which may arise out of or result from the Contractor's performance of services under the Contract. This shall be the case, whether such operations are by the Contractor or by any Bidder's Parties or by anyone Contractor shall purchasable. Additionally, Contractor shall purchase and maintain any and all performance bonds as may be required by the laws of the State of Connecticut and or City of New London.

At least ten (10) days before the Contract is executed and prior to performing any services thereunder the Firm will be required to file with the City and or NLPa a certificate of insurance, executed by an insurance company or authorized representative satisfactory to the City and or NLPa and in an acceptable form. The policy shall name the "New London Parking Authority and the City of New London" as additional insureds and state that, with respect to the Bid, the Firm carries insurance in accordance with the following requirements or will obtain such insurance for the duration of the Contract.

8.12.6.1 The Contractor shall purchase and maintain for the duration of the Contract, including any and all extensions or renewals thereof as described and noted in Section 8.1.1 (E) (23) in this Bid No. 2018-07.



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8.12.6.1 All insurance will be affected under standard form policies by insurers of recognized responsibility which are licensed to do business in the State of Connecticut and which are rated as A-(VIII) or better by the latest edition of Best's Rating Guide or other recognized replacement therefore. Except as otherwise provided to the contrary in this Section, any insurance required by the Contract may be obtained by means of any combination of primary and umbrella coverages and by endorsement and or rider to a separate or blanket policy and or under a blanket policy in lieu of a separate policy or policies, provided that Contractor shall deliver a certificate of insurance of any said separate or blanket policies and or endorsements and or riders evidencing to City and or NLPA that the same complies in all respects with the provisions of the Contract, and that the coverages thereunder and the protection afforded City and or NLPA as additional insureds hereunder are at least equal to the coverages and protection which would be provided under a separate policy or policies procured solely under and by reason of the Contract.

8.12.6.2 Except as otherwise indicated, the insurances required in this Section may be carried on either an "occurrence" or a "claims made" basis, providing, however, that, should any insurance be carried on a "claims made" basis, Contractor also shall be obligated to procure an extended reporting period thereto or a subsequent "claims made" policy with the same retroactive date as the prior "claims made" policy, as necessary to protect City and or NLPA as additional insureds from any claims, actions or causes of action which first accrue during the term hereof.

8.12.6.3 All references in this Section to a "deductible" shall be deemed to mean a deductible and or a self-insured retention. No policy required to be procured by Contractor pursuant to the Contract shall be subject to a deductible or similar provision limiting or reducing coverage. If any person is owed, pursuant to any policy required hereunder, any sum which is subject to a deductible, Contractor shall pay such deductible. Contractor agrees that it will not carry or be the beneficiary of any insurance insuring Contractor or any other person or entity against the risks for which insurance is required to be maintained pursuant to this Section unless the insurance and insurance carriers otherwise comply with the terms of this Section.

8.12.6.4 The City and or NLPA shall be included as additional insureds for all insurance policies required hereunder, other than for Workers' Compensation coverage. ACCORDINGLY, THE FOLLOWING UNDERLINED WORDING MUST BE SHOWN IN THE SPACE PROVIDED FOR "COMMENTS" ON THE ACORD INSURANCE CERTIFICATE: **The New London Parking Authority and the City of New London are included as Additional Insureds, ATIMA.** Each certificate of insurance shall provide not less than a thirty (30) day notice to the City and or NLPA of any cancellation, reduction or other material change in the coverage to be provided under any of the insurance required hereby. The certificates of the policy or policies evidencing such coverages shall be delivered to the City and or NLPA upon the execution hereof and at least thirty (30) days prior to the anniversary date thereof each year thereafter.

8.12.6.5 All insurance policies referred to in this Section shall provide that any losses thereunder shall be adjusted with the City and or NLPA, and that any loss thereunder shall be payable to the City and or NLPA as their interests may appear as



additional insureds. Neither party shall unreasonably withhold or delay its endorsement to any insurance check payable hereunder.

8.12.6.6 It is agreed between the parties hereunto that the amounts of insurance in the Contract do not, in any way, limit the liability of Contractor to the Indemnitees by virtue of its promise to indemnify and hold harmless the Indemnitees so that in the event that any Claim results in a settlement or judgment in an amount in excess of the amount of insurance coverage carried by Contractor, Contractor shall be liable to the Indemnitees for the difference, plus all fees and expenses incurred in collecting the same, all at Contractor's sole cost and expense.

8.12.6.7 Insurance requirements and coverages may be reviewed from time to time during the term of the Contract and all extensions and renewals hereof. Contractor agrees to comply with any and all reasonable insurance requirements or modifications made by the City's Risk Manager.

8.12.6.8 Cancellation or other termination of insurance policies required by the Contract without immediate replacement thereof may be considered a default under the Contract. Contractor agrees that such default may be cured by procurement of insurance on behalf of Contractor, at Contractor's expense, and deducted from any amounts otherwise due to Contractor under the Contract or any other contract with the City and or NLPA, at the City and or NLPA 's option.

8.12.6.9 **Production of Insurance Policies:** The Contractor shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the City and or NLPA. In providing said policies, the Contractor may redact provisions of the policy that are proprietary. This provision shall survive the suspension, Expiration or Termination of the Contract.

8.12.6.10 **Certificate of Insurance:** In conjunction with the above, the Contractor agrees to furnish to the City and or NLPA a Certificate of Insurance on the form(s) provided by the City and or NLPA, fully executed by an insurance company or companies satisfactory to the City and or NLPA, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said certificate of insurance.

The certificates of insurance shall contain a provision that coverage afforded under the policies shall not be canceled until at least thirty (30) days prior notice bearing the Contract number has been given to the City and or NLPA.

The Contractor shall carry and maintain such insurance at all times during all terms of the Contract, and during the time that any provisions survive the Termination or Expiration of the Contract.

### **8.12.7 Failure to Maintain Insurance**

In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City and or NLPA may, at its option, purchase insurance and invoice or offset the Contractor's invoices for the cost of said insurance.

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### **8.12.8 Entire Contract**

The Contract entered into by the Contractor and the City and or NLPA, together with the schedules, exhibits and other attachments, all of which are incorporated into the Contract by this reference, shall be the entire Contract between the parties with respect to parking management and operation services, and shall supersede all prior agreements, Bids, offers, counteroffers and understandings of the parties, whether written or oral. Further, no alteration, modification or interpretation of the Contract shall be binding unless in writing and signed by both parties. The Contract shall be entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract. The City and or NLPA and the Contractor will participate in the drafting of the Contract and any ambiguity contained in the Contract shall not be construed against the City and or NLPA or the Contractor solely by virtue of the fact that either the City and or NLPA or the Contractor may be considered the drafter of the Contract or any particular part of it.

### **8.12.9 Contractor Responsibility**

The Contractor shall represent that it is fully experienced and properly qualified to perform the services required by the Contract, and that it is properly licensed, equipped, organized and financed to perform such services. In the performance of the Contract, the Contractor shall act as an independent Contractor, maintaining complete control over its personnel and all of its Bidder Parties and their personnel. The Contractor shall furnish fully qualified personnel to perform its services under the Contract. The Contractor shall perform all services in accordance with the provisions of the Contract and in compliance with all applicable laws and regulations. It shall be further acknowledged that the services rendered by the Contractor to City and or NLPA hereunder do not in any way conflict with other contractual commitments with or by the Contractor. The Contractor is responsible for the entire performance of the Contract regardless of whether the Contractor performs such services and requirements itself.

### **8.12.10 Representations and Warranties**

The Contractor shall represent and warrant to the City and or NLPA for itself, the applicable Agents, Consultants, Contractor Parties, Partners, Subcontractors and other entities, that:

8.12.10.1 They are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and performance of the Bid and the Contract and have the power and authority to execute, deliver and perform their obligations under the Contract;

8.12.10.2 They will comply with all applicable local, state and federal laws and municipal ordinances in satisfying their obligations to the City and or NLPA under and pursuant to the Contract;

8.12.10.3 The execution, delivery and performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and or lapse of time) a default under any of the following, as applicable: (a) any provision of law; (b) any order of any court; or (c) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;



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8.12.10.4 The Contractor can re-certify and up-date the disclosures request as set forth in Section 8.1.1.E.23, Section 8.9, Section 8.12.6, Section 8.12.7, Section 8.12.10 and Schedule A of this Bid No. 2018-17;

8.12.10.5 The Contractor have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;

8.12.10.6 To the best of their knowledge, there are no claims involving the Contractor, or applicable Bidder Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract;

8.12.10.7 The Contractor shall disclose, to the best of their knowledge, to the City and or NLPA in writing any claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such claims. For purposes of the Contractor's obligation to disclose any claims to the City and or NLPA, the ten (10) days in the section of the Contract concerning disclosure of Contractor litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;

8.12.10.8 The Bid was not made in connection or concert with any other person, entity or Bidder, including any affiliate of the Bidder, submitting a Bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;

8.12.10.9 The Contractor shall be able to perform under the Contract using their own resources or the resources of a party who is not a Bidder;

8.12.10.10 The Contractor shall obtain in a written agreement with any Bidder Parties, all of the representations and warranties in this section, and to require that provision to be included in any contracts and purchase orders with such Bidder Parties;

8.12.10.11 The Contractor have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in the State of Connecticut;

8.12.10.12 The Contractor have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;

8.12.10.13 The Contractor owe no unemployment compensation contributions;

8.12.10.14 The Contractor are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;



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8.12.10.15 All of the Contractor's vehicles have current registrations and insurance and, unless such vehicles are no longer in service, they shall not allow any such registrations or insurance to lapse;

8.12.10.16 Each Bidder's Party has vested in the Contractor plenary authority to bind them to the full extent necessary or appropriate to ensure full compliance with and performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide, no later than fifteen (15) calendar days after receiving a request from the City and or NLPA, such information as the City and or NLPA may require to evidence, in the City and or NLPA's sole determination, compliance with this section;

8.12.10.17 Except to the extent modified or abrogated in the Contract, all title shall pass to the City and or NLPA upon complete installation, testing and Acceptance of the Goods, Components or Services and payment thereof by the City and or NLPA;

8.12.10.18 If either party Terminates the Contract, for any reason, the Contractor shall relinquish to the City and or NLPA all title to the Goods or Components delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the City and or NLPA;

8.12.10.19 With regard to third party products provided with the Goods and Components, the Contractor shall transfer all licenses which the Contractor and Bidder Parties are permitted to transfer in accordance with the applicable third-party license;

8.12.10.20 The Contractor shall not copyright, register, distribute or claim any rights in or to the Goods or Components after the effective date of the Contract without the City and or NLPA's prior written consent;

8.12.10.21 The Contractor either own or have the authority to use all title of and to the Goods and Components, and that such title is not the subject of any encumbrances, liens or claims of ownership by any third party;

8.12.10.22 The Goods or Components do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

8.12.10.23 The City and or NLPA's use of any Goods or Components shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

8.12.10.24 If the Contractor procure any Goods or Components, they shall sub-license such Goods or Components and that the City and or NLPA shall be afforded the full benefits of any manufacturer or Subcontractor licenses for the use of the Goods or Components; and

8.12.10.25 The Contractor shall assign or otherwise transfer to the City and or NLPA or afford the City and or NLPA the full benefits of any manufacturer's warranty for the Goods or Components, to the extent that such warranties are assignable or otherwise transferable to the City and or NLPA.

### **8.12.11 Debarment or Suspension**

Suspended or debarred companies, suppliers, material men, lessors or other vendors may not submit Bids for the City and or NLPA contract or participate under the terms of the



Contract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

8.12.11.1 The signature on the Contract by the Contractor shall constitute certification that, to the best of its knowledge and belief, the Contractor or any Person associated therewith in the capacity of owner, partner, director, officer, principal investigator, Project director, manager, auditor or any position involving the administration of federal or State funds:

8.12.12.1.1 Is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Governmental Authority;

8.12.12.1.2 Has not within a twenty (20) year period preceding the Contract been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract for a Governmental Authority, violation of federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, tax evasion, violating federal criminal tax laws, or receiving stolen property;

8.12.12.1.3 Is not presently indicted for or otherwise criminally or civilly charged by a Governmental Authority with commission of any of the offenses enumerated in sub-section 7.3.4.2 of this certification; and,

8.12.12.1.4 Has not within a twenty (20) year period preceding the Contract had one or more transactions for a Governmental Authority terminated for cause for default.

8.12.12.2 Where the Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to the Contract. The Contractor agrees to ensure that the following certification is included in each Subcontract to which it is a party, and further, to require said certification to be included in any lower tier Subcontractors and purchase orders:

8.12.12.2.1 The prospective lower tier participant certifies, by submission of this Bid No. 2018-07, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Governmental Authority.

8.12.12.2.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Bid No. 2018-07.

## 8.12.12 Events of Default and Remedies

8.12.12.1 **Events of Default:** In addition to any other provisions reference in the Contract, any of the following occurrences or acts shall constitute an Event of Default under the Contract:

8.12.12.1.1 Whenever Contractor shall do, or permit anything to be done, whether by action or inaction, contrary to any of the covenants,



agreements, terms or provisions contained in the Contract which on the part or behalf of Contractor are to be kept or performed, and Contractor fails to correct any such breach within ten (10) days after Contractor's receipt of written notice of such breach from the City and or NLPA; or

8.12.12.1.2 If any determination shall have been made by competent authority such as, but not limited to, any federal, state or local government official, or a certified public accountant, that Contractor's management or any accounting for its funding, from whatever source, is improper, inadequate or illegal, as such management or accounting may relate to Contractor's performance of the Contract; or

8.12.12.1.3 Whenever an involuntary petition shall be filed against Contractor under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import, or a receiver of Contractor or of or for the property of Contractor shall be appointed without the acquiescence of Contractor, or whenever the Contract or the unexpired balance of the term would, by operation of law or otherwise, except for this provision, devolve upon or pass to any person, Firm or corporation other than Contractor or a corporation in which Contractor may be duly merged, converted or consolidated under statutory procedure, and such circumstance under this subparagraph shall continue and shall remain undischarged or unstayed for an aggregate period of sixty (60) days (whether or not consecutive) or shall not be remedied by Contractor within sixty (60) days;

8.12.12.1.4 Whenever Contractor shall make an assignment of the property of Contractor for the benefit of creditors or shall file a voluntary petition under any bankruptcy or insolvency law, or whenever any court of competent jurisdiction shall approve a petition filed by Contractor under the reorganization provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever a petition shall be filed by Contractor under the arrangement provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever Contractor shall desert or abandon the service(s) contracted; or

8.12.12.1.5 If any competent authority shall have determined that Contractor is in default of any federal, state or local tax obligation; or

8.12.12.2 **Election of Remedies:** If any Event of Default hereunder shall have occurred and be continuing, the City and or NLPA may elect to pursue any one or more of the following remedies, in any combination or sequence:

8.12.12.2.1 Take such action as it deems necessary, including, without limitation, the temporary withholding or reduction of payment;

8.12.12.2.2 Suspend Project operation;

8.12.12.2.3 Require Contractor to correct or cure such default to the satisfaction of the City and or NLPA; and or





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8.12.12.2.4 Terminate the Contract for cause in accordance with Section 8.12.13.1 hereof.

The selection of any remedy shall not prevent or stop the City and or NLPA from pursuing any other remedy and shall not constitute a waiver by the City and or NLPA of any other right or remedy.

### 8.12.13 Termination.

**8.12.13.1 Termination for Cause:** Upon the occurrence of any Event of Default, as set forth in Section 8.12.12 or as otherwise set forth in the Contract hereof, the City and or NLPA may terminate the Contract by giving five (5) days' prior written notice thereof to Contractor.

**8.12.13.2 Termination for Non-availability of Funds:** In the event the City and or NLPA shall not have funds available for the Project, the City and or NLPA may terminate the Contract on thirty (30) days' prior written notice thereof to Contractor.

**8.12.13.3 Termination at Will:** Notwithstanding any provisions in the Contract, the City and or NLPA, through a duly authorized employee, may terminate the Contract whenever the City and or NLPA makes a written determination that such Termination is in the best interests of the City and or NLPA. The City and or NLPA shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete performance under the Contract prior to such date.

**8.12.13.4 Payment Upon Termination:** In the event the Contract is terminated pursuant to Section 8.12.13.3 above, the City and or NLPA shall make full payment to Contractor for all Services performed in accordance with the Contract up to and including the date of termination within sixty (60) days of such date of termination and presentation of Contractor's invoices therefore in accordance with Section 8.12.13.3 above.

**8.12.13.5 Termination Not Breach:** Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the City and or NLPA.

**8.12.13.6 Termination City and or NLPA Reserve Right:** In of the Contract and or in the event that the City and or NLPA shall terminate the Contract under this provision or the Contractor abandons operation, the City and or NLPA reserves the right to enter into a new Contract with others and to pursue its rights under the Contract as against the Contractor and or its surety.

### 8.12.14 Remedies and Liquidated Damages

The City and or NLPA remedies and liquidated damage provisions for non-performance or failure to meet deadlines shall be finalized in the Contract.

### 8.12.15 Contractor Changes.

The Contractor shall notify the City and or NLPA, in writing, of any change in its certificate of incorporation, a change in more than a controlling interest in the ownership of the Contractor or a change in the individual(s) in charge of the performance to be completed under the Contract no later than ten (10) days from the effective date of the change. This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the performance. the City and or NLPA, after receiving written notice by the Contractor of any such change, may

require such agreements, releases and other instruments evidencing, to the City and or NLPA's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under the terms of the Contract. The Contractor shall deliver such documents to the City and or NLPA in accordance with the terms of the City and or NLPA's written request. the City and or NLPA may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Bidder Party as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor shall continue to perform under the Contract until it is fully performed.

#### **8.12.16 Key Personnel and Approved Subcontractors**

**8.12.16.1 Contractor Key Personnel:** Each of the Contractor's Key Personnel, as described in Section 6.2.4.5 of this Bid No. 2018-07 and as set forth in the Bid, shall have the functions assigned as set forth in the Contract, as may be modified, from time to time, to meet the requirements of the service(s) contracted, the City and or NLPA shall have the right to interview, as deemed necessary, and the Contractor shall not designate any Contractor key personnel without consulting with the City and or NLPA's Contract Administrator and Project Administrator, to assure any mutually acceptable replacements. However, pending the City and or NLPA's approval of an individual proposed by the Contractor to be a Contractor key personnel, the Contractor may designate an individual to serve in that position on an interim basis.

**8.12.16.2 Assignment of Key Personnel:** Contractor key personnel shall remain assigned to this Project for a period equal to work required of said Contractor Key Personnel as set forth in the Contract. During the Contract Term, the Contractor shall not, without consultation with the City and or NLPA's Contract Administrator and Project Administrator, reassign that individual except (i) for a bona fide promotion; resignation, or, (ii) if the Contractor reasonably determines that the individual has failed to adequately perform his or her duties; or, (iii) if the function or position is no longer required under the provisions of the Contract.

**8.12.16.3 Replacement of Key Personnel:** If any one of the Contractor Key Personnel is reassigned, becomes incapacitated, or ceases to be employed by the Contractor and therefore becomes unable to perform the assigned functions or responsibilities, the Contractor shall promptly replace such person with another qualified person in consultation with the City and or NLPA's Contract Administrator and Project Administrator. In the event of reassignment, the Contractor shall provide reasonable notice to the City and or NLPA, taking into account the status of the Project and the schedule pertaining thereto. At the beginning of each new phase, if any, or at the milestone for a deliverable, if any, the parties shall agree on any modifications to the Contractor key personnel as set forth in the Contract, taking into account career development, the best interests of the Project and other similar issues.

**8.12.16.4 City and or NLPA Key Personnel:** The City and or NLPA Key Personnel shall be identified in the Contract. The City and or NLPA realizes that continuity of personnel is an important element of a successful Project and will make reasonable efforts to retain the personnel in the roles to which they are assigned.



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**8.12.16.5 The City and or NLPA Right to Review Subcontractors recommended by the Contractor:** The Contractor may enter into written Subcontract(s) for performance of certain of its functions under the Contract in the manner described in the Contract. The Contractor represents that there are no legal issues or impediments that would interfere with the performance of the Contract by any approved Subcontractor. The Contractor shall be wholly responsible for the entire performance of the Contract whether or not approved Subcontractors are used. The Contract shall contain a list of the approved Subcontractors as of the effective date of the Contract. Furthermore, the City and or NLPA reserves the right to review any additional Subcontractors for the Contract, who, once approved, shall be deemed to be approved Subcontractors, and to request that the Contractor replace approved Subcontractors who are found at any time to be unacceptable.

**8.12.16.6 The Contractor's Continuing Obligation Regarding Subcontractors:** In the event the Contractor has provided or recommended third-party system and or Components as specified in the exhibits to the Contract, the City and or NLPA shall allow the Contractor to subcontract to provide the necessary system and or Components and obtain the appropriate warranties relating thereto to ensure compliance with the warranty and maintenance provisions of the Contract. Moreover, the Contractor shall have the continuing obligation to identify all of its Subcontractors and provide the City and or NLPA with copies of all agreements with said Subcontractors, with the exception of the financial terms thereof, unless otherwise required by law.

**8.12.16.7 Objections to Assignment of Personnel or Subcontractors:** In the event either party has an objection to the assignment of personnel or a Subcontractor, the party shall file the objection in writing with the reasons enumerated therefore. The parties shall jointly consult on corrective action and handle objections on a case-by-case basis. This provision shall not be deemed to give the City and or NLPA the right to require the Contractor to terminate any Contractor employee or approved Subcontractor; it is intended to give the City and or NLPA only the right to require that the Contractor discontinue using an employee or approved Subcontractor in the performance of services rendered under the Contract.

#### **8.12.17 State Fiscal and Product Performance Requirements**

The City and or NLPA, at its sole discretion, may terminate or reduce the scope of the services under the Contract, if available funding is reduced for any reason. The City and or NLPA shall provide reasonable advance notification in the event that funds are not appropriated or available, and the City and or NLPA will not authorize work to be performed by the Contractor if funds have not been appropriated or made available. The Contractor has no obligation to perform any work that exceeds the funds appropriated or available.

#### **8.12.18 Disputes**

Should any disputes arise with respect to the Contract, the Contractor and the City and or NLPA agree to act immediately to resolve such dispute. The Contractor agrees that the existence of the dispute notwithstanding, it will continue without delay to carry out all its responsibilities under the Contract of all non-disputed work; any additional costs incurred by the Contractor or the City and or NLPA as a result of such failure to proceed will be borne by the Contractor, and the Contractor



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will make no claim against the City and or NLPA for such costs. Dispute resolution provisions will be included in the Contract.

## 8.13 Legal Terms and Conditions Applicable to Services and Warranties

### 8.13.13 Performance of Services and Warranties

8.13.13.1 All Services shall be performed by Contractor in a timely and good workmanlike manner and in accordance with: (i) sound parking structure restoration service(s) and operations practices of, and pursuant to a standard of care exercised by, parking service providers performing similar restoration services under like circumstances in the United States and Canada; (ii) any and all instructions, guidance and directions provided by the City and or NLPA to Contractor; (iii) the Contract; and (iv) any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction, including but not limited to those ordinances of the City pertaining to affirmative action (see "**Schedule G**") and living wage (see "**Schedule D**") (collectively, the "**Standards**").

8.13.13.2 For the entire term of the Contract, including any extensions thereto from the date of installation of any system equipment and materials (the "**Warranty Period**") the Contractor warrants the workmanship, equipment, and materials furnished under the Contract against defects. If during or at the end of the Warranty Period the City and or NLPA determines that any of such workmanship, equipment or materials is or has become defective, Contractor shall, at its own cost and expense, promptly repair or replace such defective workmanship, equipment or materials in order to render the same to the same condition as warranted above. Any repairs to or replacements of such workmanship, equipment or materials required under this Section 8.13.13.2 must be approved by the City and or NLPA before Contractor may commence performance of such repairs or replacements, and all such approved repairs and replacements shall be performed in accordance with all applicable Standards. In connection therewith, Contractor shall obtain all warranties and guaranties for all materials and equipment furnished hereunder by Contractor that are assignable to the City and or NLPA. Contractor shall assign such warranties and guaranties to the City and or NLPA upon the Acceptance Date. Contractor's obligations under this Section 8.13.13.2 shall survive the termination or expiration of the Contract.

### 8.13.14 Warranty Period

The Warranty Period shall begin upon completion of installation of any equipment and materials and acceptance by the City and or NLPA thereof and will end upon termination of the Contract, including any extensions thereto. During this time the Contractor shall be responsible for any equipment and material at its own expense.

By mutual agreement in the Contract, the City and or NLPA and Contractor may enlist the services of an outside arbitrator who would resolve such situations and whose decision would be final.

### 8.13.15 Warranty

The Bidder shall set forth a warranty provisions taking into account the operational and system requirements of this Bid No. 2018-17.



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### 8.13.16 Warranty Service Standards

The Bidder shall set forth a detailed explanation of the warranties and warranty services for the any equipment and material installed in the Water Street Garage.

### 8.13.17 Warranties of Commercially Available Products

The Bidder shall agree to a provision pertaining to commercially available products, taking into account the requirements of this Bid No. 2018-17.

### 8.13.18 Implied Warranties

The Contract shall include a provision taking into account the requirements of this Bid No. 2018-17.

### 8.13.19 Inspection of Work Performed

All Contractor work shall be open for inspection at any time as required by the Project Administrator.

### 8.13.20 Restoration of the Water Street Garage

**8.13.20.1 Readiness of Systems:** The Bidder must warrant, represent and certify in the Transmittal Letter that the system and related products (expansion joint, materials, etc.) utilized in response to this Bid No. 2018-07, including commercially available and or proprietary products that may be modified in order to meet the requirements of this Bid No. 2018-17 are currently manufactured and or available for general sales, lease, or licenses on the date the Bid is submitted, unless an supplemental approach to the Bid requirements are otherwise agreed to by the City and or NLPA. Any proprietary products, commercially available and or proprietary products that may be modified in order to meet the requirements of this Bid must be identified as such.

**8.13.20.2 Non-Acceptance of System:** Failure of restoration of the Water Street Garage's system and related products (expansion joint, materials, etc.) utilized to be operate in a manner conducive to meeting the requirements of this Bid No. 2018-17 shall result in the City and or NLPA's withholding of payment.

**8.13.20.3 Patent and Copyright Protection:** In accordance with Conn. Reg. §§4d-3-9(b), the Contractor shall indemnify, defend, and hold harmless the City and or NLPA, its agencies, officers, employees, and agents from and against all losses, liabilities, damages (including taxes) and all related costs and expenses (including reasonable attorney fees and all court awarded fees and costs, disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), incurred in connection with any claim, lawsuit or proceeding brought against the City and or NLPA, its agencies, officers, employees and agents, by any third party, to the extent that such claim, action or proceeding is based on a claim that any Component(s) provided or recommended by the Contractor, including but not limited to software furnished herein, or the operation of such Component(s) infringes any patents, trademark, trade secrets or copyright of any person or entity, which right is enforceable under the laws of the United States. Any claimed infringement that results from the combination of Component(s) furnished hereunder with other system and related products (expansion joint, materials, etc.), apparatus, or devices not furnished hereunder and not integrated together with the written advice and consent of the Contractor's Project Manager is specifically



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excluded from the terms of this indemnification provision. It is further agreed, except as provided herein, that the Contractor's obligation to indemnify, defend, and hold harmless the City and or NLPA, its agencies, officers, employees and agents, herein, is subject to the City and or NLPA granting the Contractor the right to control, the corresponding settlement and or legal proceedings at the Contractor's sole cost and expense. Without affecting its indemnification obligations, the Contractor's right to control the settlement and or legal proceedings as set forth herein shall be waived to the extent that the Contractor has: filed under any chapter of the bankruptcy code, as amended, or for the appointment of a receiver, or if an involuntary petition in bankruptcy is filed against the Contractor and said petition is not discharged within sixty (60) days, or becomes insolvent or makes a general assignment for the benefit of its creditors, or if its business or property shall come into the possession of its creditors, a receiver or any governmental agency or if the City and or NLPA determines that the settlement or defense of the legal proceedings will place the City and or NLPA in jeopardy. Both parties shall cooperate in the defense of such claims or demands.

The City and or NLPA shall promptly, after receiving notice of the commencement or threatened commencement of any action or proceedings pertaining to an alleged infringement of any intellectual property right with respect to Component(s) provided or recommended by the Contractor, notify the Contractor of such claim. No failure to promptly notify the Contractor shall relieve the Contractor of its indemnification obligations except to the extent that the Contractor can demonstrate specific injury attributable to such failure. Within thirty (30) days following receipt of written notice from the City and or NLPA relating to such claim, the Contractor shall notify the City and or NLPA in writing that it will assume control of the defense and settlement of that claim, unless the City and or NLPA requires an earlier response from the Contractor, which shall not be less than ten (10) days.

8.13.20.3.1 If, (1) in the Contractor's opinion, the Component(s), including but not limited to Water Street Garage's system and related products (expansion joint, materials, etc.) furnished hereunder is likely to or does become the subject of a claim of infringement as set forth in this provision or, (2) said Component(s) is, or in either parties reasonable opinion likely to be or held to be, infringing, the Contractor shall immediately notify the City and or NLPA in writing and without diminishing the Contractor's indemnification obligations, may, at its expense and upon mutual agreement of the parties, (1) obtain or otherwise procure the right for the City and or NLPA to continue the use of such Component(s) at the Contractor's expense; (2) replace or modify to the reasonable satisfaction of the City and or NLPA, the Component(s) at issue with Component(s) of equivalent function and performance so as to make it non-infringing, at the Contractor's expense; or, (3) direct the return of the Component(s) and the Contractor will refund to the City and or NLPA the fees paid for such Component(s). If the use of such Component(s) by the City and or NLPA is otherwise prevented by law, the Contractor agrees to take back such Component(s). The City and or NLPA shall pay for the use and maintenance of the Component(s) from the date of Acceptance until the City and or NLPA is enjoined from its use, according to the terms of its

Contract. The Contractor agrees to grant the City and or NLPA a credit for returned Component(s), as depreciated. The depreciation shall be an equal amount per year over the life of the Component(s) in accordance with prevailing federal tax laws.

8.13.20.3.2 The Contractor shall reserve the right to control the proceedings and the entire cost and expense of the settlement negotiations and all legal proceedings to the extent it acknowledges its full indemnification obligations hereunder and can demonstrate to the satisfaction of the City and or NLPA its financial ability to carry out its defense and indemnity obligations. In conjunction with any such lawsuit, claim, proceeding, or settlement, the Contractor shall keep the City and or NLPA informed of the progress thereof. With respect to any such settlement, the Contractor shall (a) bear the costs thereof (including any settlement amount which the City and or NLPA would be required to pay), however, the Contractor shall not have the right, without the City and or NLPA's consent, to settle any claim, lawsuit or proceeding if the settlement contains a stipulation or admission or acknowledgment of any liability or wrongdoing (whether in the Contract, tort or otherwise) on the part of the City and or NLPA which is beyond the scope of any indemnification provided by the Contractor to the City and or NLPA, and (b) make reasonable efforts to make any such settlement confidential.

8.13.20.3.3 The Contractor need not indemnify the City and or NLPA, however, if the claim of infringement is caused by (i) the City and or NLPA's misuse or unauthorized modification of the Component(s); (ii) the City and or NLPA's failure to use corrections or enhancements designed to avoid the infringement and delivered by the Contractor; (iii) the City and or NLPA's use of the Component(s) in combination with any product or information not owned, developed or recommended by the Contractor; or, (iv) the City and or NLPA's distribution, marketing or use for the benefit of third parties of the Component(s).

#### **8.13.21 Project Manager**

For the Term of the Contract, the Contractor's Project Manager shall be on-site in Connecticut at least 50% of the work days of any given calendar month, unless otherwise agreed upon with the City and or NLPA's Project Administrator.

#### **8.13.22 Antitrust**

The Contractor shall assign to the City and or NLPA all rights, title and interest in and to all Claims that it may have or will have, directly or indirectly, under 15 U.S.C. 15 or under C.G.S. Title 35, Chapter 624, relating in any way to the types of products and associated services that are the subject of the Contract. This assignment shall be made and become valid from the effective date of the Contract, without any further action or acknowledgment by the parties. The Contractor shall include the following paragraph in any type of Contract that it may enter into with any approved Subcontractor relating to the Contract:

The [NAME OF APPROVED SUBCONTRACTOR] shall assign to the City and or NLPA of Connecticut all rights, title and interest in and to all actions, suits, claims, demands,



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investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum, that it may have or will have under 15 U.S.C. 15. or under C.G.S. Title 35, Chapter 624, relating in any way to the types of products and associated services that are the subject of the Contract between the Contractor and the City and or NLPA, dated [REDACTED]. This assignment shall be made and become valid from the effective date of the Contract, without any further action or acknowledgment by the parties.

### 8.13.23 Taxes-Federal, State and Local

The City and or NLPA is exempt from federal excise, State and local sales taxes. The Contractor remains responsible however, for any taxes applicable to it in connection with its performance under the Contract.

## 8.14 Required Forms and Certifications

### 8.14.1 Nondiscrimination

References in this section to "**contract**" shall mean the Contract and references to "**Contractor**" shall mean the Bidder and its Bidder Parties.

8.14.1.1 The following subsections are set forth here as required by C.G.S., §§4a-60:

(a) 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 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, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved;

(b) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;

(c) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each Subcontractor or supplier 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;

(d) the Contractor agrees to comply with each provision of this section and §§46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to §§46a-56, 46a-68e and 46a-68f;





(e) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and §46a-56.

8.14.1.2 If the contract is a public works contract, the Contractor agrees and warrants that he will employ minority business enterprises as Subcontractors and suppliers of materials on such public works Project at participation percentages set forth in all applicable City of New London, State of Connecticut, and United States of America laws, ordinances, regulations, rules, statutes and the Charter of the City of New London, as may be amended from time to time. To the extent this is a Public Works Contract, the Contractor shall be held to a fifteen (15%) percent **Minority Business Enterprise** ("MBE") standard. Prior to entering into the contract, the Contractor shall provide the City and or NLPA or such political subdivision of the City and or NLPA with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor to support the nondiscrimination agreement and warranty under subdivision (1) of this subsection. For the purposes of this section, "contract" includes any extension or modification of the contract, and "Contractor" includes any successors or assigns of the Contractor.

8.14.1.3 "MBE" means any small Contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (a) who are active in the daily affairs of the enterprise, (b) who have the power to direct the management and policies of the enterprise and (c) who are members of a minority, as such term is defined in subsection (a) of C.G.S., §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.

8.14.1.4 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.

The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

8.14.1.5 The Contractor shall include the provisions of Section 8.13.1.1, above, in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the City and or NLPA 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 C.G.S., §46a-56; provided, if such Contractor becomes involved in, or is threatened with,



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litigation with a Subcontractor or vendor as a result of such direction by the commission, the Contractor may request the City and or NLPA to enter into any such litigation or negotiation prior thereto to protect the interests of the City and or NLPA and the City and or NLPA may so enter.

8.14.1.6 The following subsections are set forth here as required by C.G.S., §4a-60a:

- (a) 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;
- (b) 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;
- (c) The Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to C.G.S., §46a-56;
- (d) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and C.G.S., §46a-56.

8.14.1.7 The Contractor shall include the provisions of Section 8.13.1.1, above, in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the City and or NLPA 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 C.G.S., §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 City and or NLPA to enter into any such litigation or negotiation prior thereto to protect the interests of the City and or NLPA and the City and or NLPA may so enter.

8.14.1.8 Prior to entering into the Contract, the Bidder shall provide the City and or NLPA with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such Bidder to support the nondiscrimination agreement and warranty set forth in this section.

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#### 8.14.2 Living Wage Ordinance.

The Contractor shall certify compliance with and the jurisdiction of the City of New London Living Wage Ordinance as set forth in §§03-03-14-4 *et. seq.* of the New London Code (see "**Schedule D**"), as may be amended from time to time. An information sheet (see "**Schedule D**") regarding this ordinance is enclosed herein for reference.

#### 8.14.3 Equal Employment Opportunity.

The Contractor shall certify compliance with and jurisdiction of to **Affirmative Action/Equal Employment Opportunity Policy Statement** *et. seq.* of the New London Code (see "**Schedule G**"), as may be amended from time to time as it relates to Equal Employment Opportunity Employment. A copy of said code section is enclosed herein for reference. Accordingly, the Contractor shall complete and submit a "BIDDER'S EEO REPORT" form enclosed herein (see "**Schedule I**").

#### 8.15 Duly Noted

The parties specifically agree that, if there are any terms and conditions in sections 8.2 through 8.12 that are inconsistent with any terms and conditions set forth in section 8.1, the terms and conditions in section 8.1 shall supersede and control said inconsistencies."

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## Section 9. Glossary of Defined Terms

<b>"ATIMA"</b>	As Their Interests May Appear.
<b>"Authorized Representative"</b>	Bidder must be registered by the State of Connecticut to perform parking structure restoration services.
<b>"BAFR"</b>	Best and Final Response.
<b>"Bidder"</b>	The parking structure restoration Contractor or Entity or Firm or Vendor responding to this Bid No. 2018-07 Restoration Services for the Water Street Garage.
<b>"Bidder Parties"</b>	Any Agents, Consultants, Contractor Parties, Partners, Subcontractors and other entities work and fully responsible for the development and implementation of all parking structure restoration services and deliverables to the City and or NLPA.
<b>"C.G.S."</b>	The Connecticut General Statutes, as amended from time to time.
<b>"City"</b>	The City of New London, Connecticut.
<b>"Competitive Negotiation"</b>	As defined in §2-549 of the New London Code.
<b>"Conditional Bid"</b>	A bid that limits, modifies, expands or supplements any of the terms and conditions and or specifications of the Invitation for Bids.
<b>"Contract"</b>	The definitive written executable agreement between the State and the Contractor with regard to the services contemplated under this Bid No. 2018-07 Restoration Services for the Water Street Garage. The Contract shall contain, among other things, the terms and conditions set forth in Section 9 hereof and the solutions requirements, subject to further negotiation and change by the State, together with any and all addenda, exhibits, schedules and historical documents incorporated therein, including without limitation the Bidder's Bid.
<b>"Contract Administrator"</b>	The administrator of the Contract on behalf of the CITY AND OR NLPA.
<b>"Contract Term"</b>	Shall be set forth in the Contract based on the requirement of Section 8.1 of the Bid No. 2018-07 Restoration Services for the Water Street Garage.
<b>"Contractor"</b>	The Person named in the Contract following an award in response to this Bid No. 2018-07 Restoration Services for the Water Street Garage. The Contractor shall be responsible for all services and requirements under the Contract.
<b>"Contractor Parties"</b>	Any parent organization, subsidiaries, affiliates, other related entities, directors, officers, stockholders or shareholders who own more than 5% of the Bidder or Contractor.
<b>"Deductible"</b>	A self-insured retention.



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<b>“Due Diligence”</b>	As defined in Section 8.2 of this Bid No. 2018-07 Restoration Services for the Water Street Garage.
<b>“Evaluation Committee”</b>	The Committee, established by the NLPA, in order to evaluate and score the Responses.
<b>“Exception”</b>	The Bidder’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the Bidder’s Bid.
<b>“Expiration”</b>	An end to the Contract due to the completion in full of the mutual performance of the parties or due to the Contract’s term being completed.
<b>“FOI or FOIA”</b>	The Freedom of Information Act, as amended, together with all regulations promulgated thereunder, from time to time (§§1-200 et seq. of the C.G.S.).
<b>“General Information”</b>	<p>Any resulting contract shall be based upon the understanding that the existing system will be accepted in good serviceable condition and that all required components covered by the maintenance contract are installed according to manufacturer’s recommendations, including proper wire and communications cables. If this Response is accepted, an inspection of the system will be performed and any deficiencies in the system will be brought to the NLPA’s attention with costs associated to repair the deficiency. After any deficiencies are resolved, the maintenance contract will commence.</p> <p>In general, the maintenance contract will cover the complete parking systems just as the original warranty did. Any failure due to manufacturer’s defects or normal wear and tear will be completely covered.</p>
<b>“Governmental Authority”</b>	Each and every governmental agency, authority, bureau, department, quasi-governmental body, or other entity or instrumentality, including the United States government and the State.
<b>“Inventory”</b>	The most common inventory items must be kept in inventory at the service facility and in the service trucks to avoid delays in repair and maintenance. Any required parts not currently in stock must be available for shipment to arrive within twenty-four (24) hours. Bidder may be required to submit to the NLPA, an inventory of parts warehoused locally in other cities prior to award.
<b>J.</b>	
<b>K.</b>	
<b>“Loaner Equipment”</b>	Contractor must have the ability to repair and or return to function, defective equipment. This means loaner equipment must be provided while parts and equipment is on order.
<b>“Maintenance Documentation”</b>	Maintenance manuals, as-built plans, system schematics, and any other documentation necessary to completely understand and maintain the

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system shall be furnished to the NLPA. All prints, drawings, etc. shall be furnished in English measurements and shall use English language and terminology. Any modification(s) made to the system shall be documented and furnished to the NLPA.

**“Minority Business Enterprise (“MBE”)”**

Any small Contractor or supplier with fifty-one per cent or more of the capital stock owned by a minority person or persons as defined in subsection of C.G.S., §32-9n.

**“New London Code”**

The Municipal Code of the City of New London, as may be amended from time to time. The ordinances or local laws of the City are applicable to the services and shall remain applicable, as may be amended for the duration of the Bid No. 2018-07 Restoration Services for the Water Street Garage and the term (s) of the subsequent Contract.

**“NLPA”, “Parking Authority” or “Authority”**

The New London Parking Authority, the authorizing agency for this procurement.

**“NLPA Point of Contact”** The individual designated by NLPA or his/her designee, as the single point of contact for Bidders during the Response and evaluation processes.

O.

**“Preventative Maintenance”**

A preventative maintenance schedule/program shall be established and adhered to by the SP. It is the intent of the preventative maintenance schedule/program that all components of the system will be visually inspected and cleaned at the manufacturer’s recommended frequency. It is further intended that all components and systems of each device will be cleaned, lubricated (if applicable), and adjusted to manufacturer’s specifications at the manufacturer’s recommended frequency. Bidder must submit a schedule and checklist of preventative maintenance services to be provided.

**“PDF”**

Portable Document Format.

**“Person”**

An individual, partnership, corporation, business trust, trust, Firm, limited liability company, limited liability partnership, joint stock company, corporation, unincorporated association, society, governmental subdivision, agency or public or private organization or entity.

**“Project” or “Project Administrator”**

The individual appointed by the NLPA that has overall authority for the Project.

**“Project Manager”**

The Contractor’s Project Manager.

**“Project Plan” or “SOW”**

The guiding document or workplan for implementation of the particular services for the NLPA’s facilities.



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**"Response"**

The written parking structure restoration offer submitted by a Bidder in response to this Bid No. 2018-07 Restoration Services for the Water Street Garage, including any and all supporting documents, plans and other materials.





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- “Response Literature”** Responders must have on file the latest printed literature and detailed specifications on equipment or material the Bidder proposes to service and or furnish.  
Any catalog, brand name, or manufacturer’s reference used is considered to be descriptive-not restrictive and is indicative of the type and quality the NLPA desires to purchase.
- “Quality”** The equipment furnished under these specifications shall be of quality workmanship and material. The Bidder shall be new. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.
- “Replacement Parts”** All replacement parts shall be new Original Equipment Manufacturer’s (OEM) parts whenever available. In the event new OEM parts are not available, used OEM parts shall
- “Reports”** The Contractor shall provide to the NLPA, historical and statistical reports including maintenance activity reports (individual and summaries), system status reports, spare parts inventory and equipment usage reports.
- “Response Time”** Standard service response time must be available 8 hours a day, five (5) days a week with a twenty-four (24-hour) response time during normal working hours 8:00AM to 5:00 PM Monday through Friday, excluding nationally recognized holidays. Emergency service response time must be within four (4) hours.
- “Site Visit”** It is the responsibility of each Bidder before submitting a Response, to examine the specifications contained herein thoroughly visit the site to become familiar with conditions that may affect cost, progress, performance or furnishing of the work. Before submitting a Response, each Vendor will be responsible to make such site visits, at Bidder’s expense and not to be added into cost of Response if accepted consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the work study and carefully correlate Bidder's observations with these specifications notify the NLPA of all conflicts, errors or discrepancies in the specifications.  
Furthermore, Bidder should fully inform him/her self as to the facilities involved, and the difficulties and restrictions attending to the performance of the work. The SP, by the execution of the Agreement, shall in no way be relieved of any obligation under it due to his failure to receive or examine any Contract Document or legal instrument or to visit the site and acquaint himself with the conditions there existing and the NLPA will reject any claim based on facts regarding which he should have been on notice.
- “State”** The State of Connecticut.
- “Subcontractor”** Any Person (other than the Contractor) hired to do any of the work or provide any of the services described in this Bid No. 2018-07 Restoration Services for the Water Street Garage.



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- “Termination”** Means an end to the Contract prior to the end of its agreed term whether effectuated pursuant to a provision of the Contract or for a breach. Termination may also include, in its proper context, the Expiration of the Term of the Contract.
- “Technical Support”** Telephone and technical support should be available 8 am – 5 pm Monday – Friday, excluding national and nationally recognized holidays.
- U.**
- “Variations”** Any variation from these specifications must be indicated on the Response or on a separate attachment to the Response. This sheet shall be labeled as such.
- “Vendor's Sales Territory”** NLPA waives any responsibility or liability for vendors Responding products or services "outside" their authorized territory by manufacturer or product line. Any vendor Responding outside an approved manufacturer line does so at his own risk and discretion. Vendor shall comply with all sales terms according to original Response and purchase order regardless of claim or dispute with product line representatives.
- “Warranty”** Warranty shall be for both labor and materials for a minimum period of one (1) year on any products or services provided to the NLPA, unless specified and agreed upon otherwise.
- “Workmanship”** All parts not specifically mentioned which are necessary for the equipment to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the successful Bidder. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.

**Y.**

**Z.**

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# Section 10. Drawings

EXPANSION JOINT REPLACEMENT  
AT THE  
WATER STREET PARKING GARAGE

DATE: 10-1-2018

PARTIAL PLAN - LEVEL 4A, STAIR NO. 1  
SCALE: 1/8"=1'-0"

PARTIAL PLAN - LEVEL 3B, PEDESTRIAN BRIDGE  
SCALE: 1/8"=1'-0"

PARTIAL PLAN - LEVEL 4A, STAIR NO. 3  
SCALE: 1/8"=1'-0"

PARTIAL PLAN - LEVEL 4B, STAIR NO. 4  
SCALE: 1/8"=1'-0"

PARTIAL PLAN - LEVEL 3A, STAIR NO. 3  
SCALE: 1/8"=1'-0"

PARTIAL PLAN - LEVEL 3B, STAIR NO. 4  
SCALE: 1/8"=1'-0"

PARTIAL PLAN - LEVEL 2A, STAIR NO. 3  
SCALE: 1/8"=1'-0"

PARTIAL PLAN - LEVEL 2B, STAIR NO. 4  
SCALE: 1/8"=1'-0"

PARTIAL PLAN - LEVEL 1A, STAIR NO. 3  
SCALE: 1/8"=1'-0"

PARTIAL PLAN - LEVEL 1B, STAIR NO. 4  
SCALE: 1/8"=1'-0"

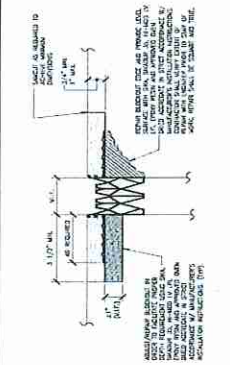
  

**DRAWING # 1**

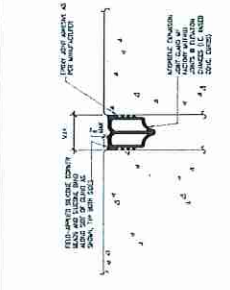
EXPANSION JOINT REPLACEMENT  
AT THE  
WATER STREET PARKING GARAGE  
NEW LONDON,

NO.	DATE	BY

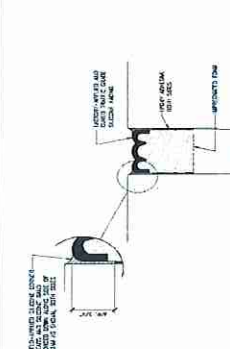
SECTIONS & DETAILS	
NO.	DATE



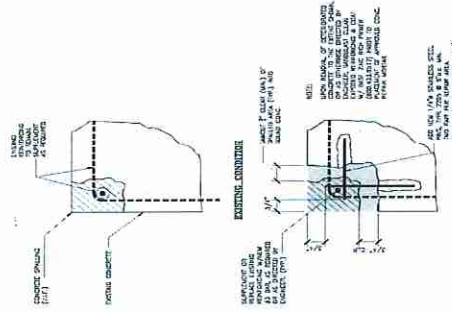
**A. INSTALLATION OF NEW ELASTOMERIC MEMBRANE EXPANSION JOINT SEAL**  
SCALE: N.T.S.



**B. INSTALLATION OF NEW EPOXY-DIUREX AIR-PRESSURIZED NEOPRENE EXP. JOINT SEAL**  
SCALE: N.T.S.



**C. INSTALLATION OF NEW PRE-COMPRESSED IMPREGNATED FOAM EXPANSION JOINT SEAL**  
SCALE: N.T.S.



**D. MISCELLANEOUS BLOCKOUT REPAIR**  
SCALE: N.T.S.

1. ALL JOINTS SHALL BE REPAIRED TO ORIGINAL CONDITION.
2. ALL JOINTS SHALL BE REPAIRED TO ORIGINAL CONDITION.
3. ALL JOINTS SHALL BE REPAIRED TO ORIGINAL CONDITION.
4. ALL JOINTS SHALL BE REPAIRED TO ORIGINAL CONDITION.
5. ALL JOINTS SHALL BE REPAIRED TO ORIGINAL CONDITION.
6. ALL JOINTS SHALL BE REPAIRED TO ORIGINAL CONDITION.
7. ALL JOINTS SHALL BE REPAIRED TO ORIGINAL CONDITION.
8. ALL JOINTS SHALL BE REPAIRED TO ORIGINAL CONDITION.
9. ALL JOINTS SHALL BE REPAIRED TO ORIGINAL CONDITION.
10. ALL JOINTS SHALL BE REPAIRED TO ORIGINAL CONDITION.

CONTRACT NO. 2018-07  
PROJECT NO. 2018-07-01  
DRAWING NO. SK-2  
DATE: 07/18/2018  
BY: [Signature]  
CHECKED BY: [Signature]  
APPROVED BY: [Signature]

**DRAWING # 2**