



City of New London

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

Request for Proposals

Specifications and Proposal Documents Attached

Proposal No.: 2019-14

Opening Date and Time: February 25, 2019 at 3:00 P.M.

Title: Lease of Office Space

Special Instructions: All questions should be directed to Felix Reyes, Director of ODP at freyes@ci.new-london.ct.us by Noon on February 19, 2019. An Addendum with the answers to all questions will be issued and posted to the websites listed below after the question deadline date.

City of New London -
State of Connecticut -DAS -

<http://ci.new-london.ct.us>
<http://www.das.state.ct.us>

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

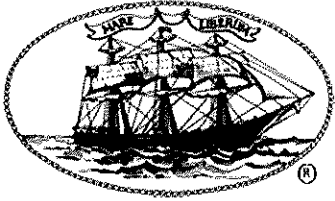
Sealed Proposal No.: 2019-14 Lease of Office Space

Not to be opened until February 25, 2019 at 3:00 P.M.

Return Proposal to:

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

Proposal cannot be accepted after the Proposal Opening Date and Time indicated above.



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PLEASE RETURN THIS FORM IMMEDIATELY

Acknowledgement: Receipt of Request for Proposals

Proposal No.: **2019-14**
Lease of Office Space

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: 2/11/19

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: _____

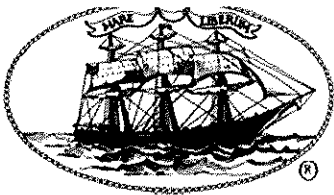
Received by: _____

Note: Faxed or e-mailed acknowledgements are requested.

Fax No.: (860)447-5297

E-mail: daker@ci.new-london.ct.us

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



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Standard Request for Proposals (RFP) and Contract Terms and Conditions

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

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

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

Submission of Proposals

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

Standard Request for Proposals (RFP) and Contract Terms and Conditions (con't)

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

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 seal must be affixed over the signature; Firm or Partnership - must be signed by all of the partners and indicate they are "doing business as"; Individual – must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and an official of the surety company must sign the bond with the corporate seal affixed over the signature. Signatures of two (2) witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

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

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

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

Award

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

Other Requirements

16. The City has an employment preference goal that jobs be offered to local residents on public prevailing wage projects with thresholds great than \$100,000 for renovation and \$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.

Standard Request for Proposals (RFP) and Contract Terms and Conditions (con't)

17. The City has an employee training preference goal that apprenticeship opportunities be made available for state licensed trades on public prevailing wage projects with thresholds greater than \$100,000 for renovation and \$400,000 for new construction. For such projects, it is understood that contractors shall make a good faith effort to employ a minimum of ten percent (10%) of the workforce per state licensed trade as apprentices and, of this number, a minimum of fifty percent (50) shall be in the first year of apprenticeship training.

Contract

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

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

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

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

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

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

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

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

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.

Standard Request for Proposals (RFP) and Contract Terms and Conditions (con't)

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.

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

Delivery

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

Saving Clause

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

Advertising

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

Rights

30. The City of New London has sole and exclusive right and title to all printed material produced for the City of New London and the Contractor shall not copyright the printed matter produced under this contract.
31. The Contractor assigns to the City of New London all rights, title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the Connecticut General Statutes. This assignment occurs when the contractor is awarded the contract.
32. The Contractor agrees that it is in compliance with all applicable federal, state and local regulations, including but not limited to Connecticut General Statutes Section 7-148i. The Contractor also agrees that it will hold the City of New London harmless and indemnify the City of New London from any action which may arise out of any act by the Contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Sections 22a-194 to 22a-194g of the Connecticut General Statutes related to product packaging.

Standard Request for Proposals (RFP) and Contract Terms and Conditions (con't)

33. This contract is subject to the provisions of Executive Order Number Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provision of Executive Order Number Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and Section 16 of Public Act 91-58, nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

**REQUEST FOR PROPOSALS (RFP) 2019-14
LEASE OF OFFICE SPACE
In City of New London, CT**

ISSUING AGENCY: City of New London, Office of Development and Planning

RFP NUMBER: 2019-14

ISSUE DATE: February 11, 2019

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

The City of New London proposes to consolidate its public-facing services in order to provide a higher quality experience for residents and members of the public conducting business with the city. The consolidation of city departments will require occupants of city-owned properties to vacate in order to place such properties on the tax grand list.

Evaluation of proposals will be based on lease costs and other quality factors.

If you are interested in offering space as described in this Request for Proposals (RFP), please provide a written response using the "Request for Proposals 2019-14 – Lease of Office Space" included in this RFP as Exhibit A. All proposals, regardless of delivery method, must be complete and signed by the offeror. Proposals must be submitted to the above listed contact no later than:

3:00 PM on February 25, 2019

Proposals may be delivered by U. S. mail or hand. All digital files are to be in PDF format. Drawings must be in both DWG and PDF formats.

1. Preferred Location:

The preferred location of this space is within one (1) mile of City Hall, 181 State Street, New London, CT.

2. **Space Needs:**
The tenant has a need for approximately 30,000 to 35,000 rentable square feet of general purpose office space. See Exhibit B for specific programmatic requirements.
3. **Lease Term:**
Twenty to twenty-five years with additional 10-year options.
4. **Lease Start:**
Occupancy is preferred by Fall 2019.
5. **RFP Selection Process:**
Once locations have been reviewed, test fits will be completed internally. Selected locations will be presented to the City Council with estimated costs for fit out. Lease agreements will not be executed until the lease agreement, final costs, and terms have been reviewed and approved by City Council.
6. **Lease Types:**
Tenant will be looking to negotiate both Gross and Triple (3) Net Leases.
7. **Parking:**
The tenant requires a minimum of 3.5 parking spaces per 1,000 rentable square feet of space for visitors, staff, and official vehicles, if any.
8. **Transportation:**
The lessee will generally seek to lease facilities that are pedestrian and bicycle accessible and within a quarter mile of a public transit stop. Space and Real Estate Management shall consider these factors in approving new leases or extensions of current leases.
9. **Vault Requirements:**
The successful offeror is required to meet the standards put forth by the Connecticut Secretary of the State, State Library, Standard for Fire-Resistive Vaults and Safes as out lined in Exhibit D, Regulations of Connecticut State Agencies, Title 11. Libraries.
10. **Evaluation Criteria:**
Proposals will be evaluated by the lessee on the following criteria to best meet the needs of the tenant:
 - Location of proposed facility one mile proximity to City Hall)
 - Lease cost including any lump sum for tenant improvements
 - Internet and voice connectivity
 - Efficiency of space
 - Proximity to and ease of access from, major highways and thoroughfares
 - Proximity to public bus service

- 11. Architectural Services and Construction:**
The successful offeror may be asked to contract for architectural services for the design of the space. The Tenant reserves the right to prepare its own space plan/ test fit and the successful offeror will complete the plans and drawings.
- 12. Regulatory and Environmental Conditions:**
The building and premises shall comply with all applicable laws, ordinances, codes, and ADA requirements. The landlord is required to warrant and represent that the building and premises are free of friable asbestos, other hazardous or toxic materials, EMF radiation, and mold.
- 13. Signage:**
Specify interior and exterior signage rights available to tenant, including building, lobby, and suite signage.
- 14. Hours of Service:**
Tenant shall have access to the space at all times. The normal workday Monday through Friday is 8:30 a.m. to 4:00 p.m., and all building services shall be regulated to provide for appropriate building conditions between such times. Must accommodate evening City Council meetings and other public service meetings outside the normal workday as needed to accommodate city business.
- 15. Assignment and Sublease:**
Lessee shall have the right to sublet or assign all or part of the premises with landlord's prior consent, which shall not be unreasonably withheld, conditioned, or delayed. Consent shall not be required for assignment or sublease to any other unit affiliated with the lessee.
- 16. Telecommunications Service (Connectivity):**
The facility will need to be serviced by fiber optic cable compatible with requirements of the lessee. The cost of this service shall be the subject of initial negotiations and may have significant impact on the selection of the successful offeror.
- 17. Telecommunications Access:**
Landlord shall provide tenant and/or its telecommunications contractors, including but not limited to local exchange telecommunications companies and alternative access vendor service companies, with the right of access to, from and within the building, to the premises as would be required by the vendor(s) for the installation and operation of tenant's telecommunications systems, including but not limited to voice, video, data, and any other telecommunications services provided over wire, fiber optic, microwave, wireless, and any other transmission systems, for part or all of tenant's telecommunications to, from, and within the building and premises.
- 18. Tenant Improvements:**
The successful offeror will be asked to design and build the proposed tenant improvements to meet the requirements of the City of New London. The

successful offeror will articulate the type(s) of tenant improvements offered with a 20-year lease.

19. Space Plans:

Accurate as-built drawings of the space when ready for occupancy will be required from Lessor in AutoCAD format and submitted electronically. If accurate as-built drawings are not available, the Landlord shall bear the expense of having such plans prepared.

20. Other:

- Only the City of New London, Office of the Mayor, is authorized to negotiate the terms and conditions of a proposed lease agreement on behalf of the City of New London. The proposer shall communicate directly with the Mayor's Office and Office of Development and Planning, Felix J. Reyes, Director, and shall not rely on communications with or information provided by field personnel or any other source.
- Lessee is credit-worthy and will not pay a deposit.
- Lessee will pay rent monthly in arrears.
- Leasing is subject to approval of the New London City Council. Additionally, the City of New London reserves the right to reject any and all offers and to cancel this RFP at any time.
- Exhibit C (Prohibited Lease Terms) provides certain disclosures related to leasing to the City of New London.

Attachments:

Exhibit A – Proposal to Provide Lease of Office Space

Exhibit B - Current Programmatic Needs

Exhibit C – Prohibited Lease Terms

Exhibit D – Regulations of Connecticut State Agencies, Title 11. Libraries.

EXHIBIT A
REQUEST FOR PROPOSALS 2019-14
LEASE OF OFFICE SPACE

(Separate proposal required for each location. Add additional pages as necessary.)

Response for REQUEST FOR PROPOSALS (RFP) #2019-14, issued by the CITY OF
NEW LONDON, due February 25, 2019.

SUBMITTED BY:

Name of Firm or Person(s): _____

Address: _____

City, State, Zip Code: _____

Name of Preparer: _____

EMAIL address: _____

Telephone numbers (office / mobile): _____

Date of Proposal: _____

1. FACILITY NAME AND LOCATION:

Name: _____

Street Address: _____

City, State, Zip: _____

2. RENTABLE SQUARE FEET:

Amount of rentable square feet estimated to accommodate the program described in the RFP:

Floor(s) that are available: _____

Square footage for each floor to be occupied: _____

3. PARKING AND PROPERTY MAINTENANCE:

1. Can you please describe the current condition of your parking lot/structure that will be dedicated to the City of New London and its guest?
2. How many spaces are available? Covered vs. exposed.

3. When was the last time any capital improvements were made to the parking lot/structure and are there any capital improvements currently scheduled? Please provide details.
4. Can you provide details of seasonal landscaping and snow removal?
5. How are property repairs handled? Please provide an example of the process to repair a broken bathroom fixture.
6. Please explain the scope of work for Janitorial Services, both with the tenant and public space.

4. FACILITY STATUS: Is the facility (check one):

Existing _____ Under construction _____ To be constructed _____ IF existing, age of facility: _____
 IF under construction, or to be constructed, projected completion date: _____.

5. BUILDING INFORMATION: Total number of floors: _____

Number of floors available for lease: _____

Approximate usable sq. ft. per floor: _____ Average ceiling height: _____

Does the building contain friable asbestos? _____ IF YES, 1) Is the asbestos managed under a plan prepared by a licensed asbestos planner? _____ ; 2) Is a copy of the plan available for review? _____ .

6. SECURITY: Describe facility and parking security: _____

7. SIGNAGE: Describe interior and exterior signage included, or available:

8. CONTACT:

Facility Owner/Agent: _____

Street Address: _____

City, State, Zip Code: _____

Telephone/FAX: _____

9. FLOOR PLAN:

Include current floor plan of the space being offered. *All digital files are to be in PDF. Drawings are to be in both DWG and PDF format.*

10. ENVIRONMENTAL:

1. Can you provide any environmental studies, particularly for indoor air quality, mold, asbestos and lead paint, etc.
2. Please provide a summary of any remediation that took place in the building.
3. Are there any known underground tanks that currently exist or scheduled to be removed?

11. MECHANICAL & ENERGY:

1. Can you provide the age and details of the current HVAC units?
2. Can you provide a copy of the maintenance log for the buildings heating and cooling systems?
3. If chosen, would you consider installing new Roof Top Units as part of the lease terms?
4. In the last 10 years, can you provide a list of any capital improvements that were geared to making the building more energy efficient? Please provide details.
5. Can you provide a MechCheck and or a similar model that provides the buildings current energy efficiency rating? As part of the RFP process a detailed building & system's inspection will be conducted. Please provide who the POC of that is to set up a time and date.
6. Are the building windows original to the building? What is the rating?
7. If chosen, can a full LED lighting conversion be part of the lease terms?

12. TECHNOLOGY AND COMMUNICATION:

1. Does the building have sufficient power to host a data center?
2. Is there dark fiber anywhere near the building location that may run to the area of City Hall?
3. What is the infrastructure in the building like? Are network jacks prominent in cubicles and work areas? Are there data closets on all floors of the building?
4. Would it be possible for an IT rep to tour your facility to assess it?

13. BUILDING STRUCTURE:

1. What is the age of the roof? Can you provide a log of any recent work and conditions report?
2. If chosen, would you consider replacing the roof within reason, (e.g. roof is under 5 years old) as part of the term of the lease.
3. Is there a history of flooding? Is the building equipped with a flooding/water mitigation system?

4. Please provide any engineering studies of structural/physical aspects of the property.

14. RISK MANAGEMENT & INSURANCE:

1. Can you provide a history of any flooding exposure/losses?
2. What is the Insurance requirement for the tenant? - General liability limits requested, additional insured required on our policy by owner, fire legal coverage required. (tenant responsible for any fire damage)
3. Does the lease transfer premises liability (i.e. slip/falls) to the tenant, any indemnification or hold harmless agreements in the lease?

15. ACCESSIBILITY:

1. Is there elevator access into the building that is in close proximity to the dedicated parking lot/structure? Please provide details and travel hazards.
2. How many points on entry for the public are accessible? Please provide those locations on plan. If there are current capital improvements scheduled for upgrades, please provide detailed information.

16. FIRE & SAFETY:

1. Does the space being meet the requirements of the Connecticut State Fire Safety Code for the intended use of the City of New London?
2. Please provide a description and details on any fire detection/life safety systems. Does Life safety egress meet current code requirements?
3. If equipped with automatic sprinklers, please provide service history, design specifications (i.e., occupancy type) annual flow testing results.

17. ADDITIONAL CONSIDERATIONS AS PART OF THIS RFP:

- (3) Referrals, preferably current and prior tenants.
- Would roof-top amenities be entertained as part of any current or future Tenant Improvement planning, e.g. basketball court, garden, dining, etc.?
- What type of security system is in place? This shall be answered separately and not made public.
- Please provide electronic floor plans both DWG & PDF file formats.
- Any history of liability claims. (i.e., slips/falls)

18. SIGNATURE OF PROPOSER:

I have read RFP number _____, dated _____, and warrant that all statements herein are true and correct. I further represent and warrant that I am the owner or I am empowered and duly authorized to execute this proposal on behalf of the owner of the proposed facilities. This offer will remain in effect at least ninety (90) days following the deadline for submittals under the request for proposals.

Signature (Owner/Agent)

Date

Company

Please return the completed RFP response to:

CITY OF NEW LONDON
Dedra Aker, Purchasing Agent
13 Masonic Street
New London, CT 06320

EXHIBIT B

City of New London: Minimum Programmatic Requirements Per Department																						
Department	Number of Staff	Reception Area	Service Counter	Offices Required	Cubicles Required	Open Office (shared open space)	Storage Cabinet (supplies)	Storage Cabinet (equipment)	Storage Cabinet (archives)	Storage Cabinet (records)	File Cabinet (Storage)	Commercial Vaults	Copy Station	Conference Rooms (w/ AV)	Conference Rooms (w/o AV)	Trade Rooms	Breakroom	Multi-Media Classroom	All Purpose Fin ess	Children	Library	
Finance																						
Tax Purchasing	3		1	3			1				1				1							
Risk Management	1			1							1											
Assessment Information Technology	1			1							1											
	3		2	2	2		1			1					1		1					
	4			1		3	1	1														
Office of Dev. & Planning																						
Building Department & Blight Office Grants Manager	5	1	1	1	3		1		1		6				1							1
Planning & Zoning	1			1																		
Community & Economic Development	4		1	3	1	2	1								1	1	1					1
	5	1		2	2		1			1					1							
Recreation Department																						
Parks & Recreation	6	1	1	2			1	2							1	1	1	1	1	1	1	1
Youth Affairs	7			1	10	3																
Human Services & Senior Center																						
Human Services	2			2						1	1					1						
Personnel	3			1						1	1					1						
Public Works/ Engineering																						
Public Works	3	1		3			1		1	1	1				1							
Engineering	1			1																		
City Clerk																						
Administration	3		1	1		2	1				1	5			1							
Public Utilities																						
Administration	7	1	1	3	4	1	1		1	1	1				1							1
	59	5	8	29	22	13	10	3	3	7	15	5	8	3	4	4	3	1	1	1	1	4
Total	Square Ft.	750	600	4350	2200	1625	1000	432	300	700	1500	1500	600	900	1200	300	600	400	625	625	1600	

EXHIBIT C

PROHIBITED LEASE TERMS

Because of a variety of specific laws and/or the doctrine of sovereign immunity, departments, agencies and parties cannot agree to certain terms commonly found in real estate leases, agreements and contracts. The prohibited terms include:

1. Any express or implied waiver of the governmental immunity of the City of New London, any department, agency or city, or any of its or their officers, agents or employees
2. Any agreement or promise to indemnify, defend or hold harmless any person or entity.
3. Any agreement to provide or maintain insurance or insurance coverage to or for the benefit of any person or entity.
4. Any agreement that provides for binding arbitration or other binding dispute resolution.
5. Any estoppel against the City of New London or a department, agency or city, or any agreement which requires the execution of an estoppel certificate, any provision that would prevent the City of New London from making claims or establishing any defense against claims, or waiver of trial by jury.
6. Any agreement that constitutes a waiver of subrogation or waiver of subrogation rights.
7. Any agreement requiring or providing for the payment of any attorney's fees, collection costs, penalties or liquidated damages.
8. Any agreement purporting to grant security interests in property of the City of New London; and, any agreement providing default provisions which provide for or authorize (1) landlord to use any self-help remedies, (2) the distress or seizure of property of the Tenant, or (3) the blocking of the right of Tenant's access to and removal of property and records of the Tenant from the Leased Premises.
9. Any provision prohibiting the City, as tenant, from setting off any debt owed to it by Landlord from any rental payment under the lease.
10. Any provision that seeks to over-ride, constrain, alter or amend the requirement for appropriation of funds to be paid by the City of New London or any its agencies, departments or institutions.
11. Any provision that requires paying rent in advance.

These issues are non-negotiable, and any contrary provisions in a lease, contract or agreement may be unenforceable against the State or its agencies.

EXHIBIT D

Regulations of Connecticut State Agencies

TITLE 11. Libraries (*Excerpt*)

Agency

State Library

Subject

Standard for Fire-Resistive Vaults and Safes

Inclusive Sections

R.C.S.A. §§ 11-8-1— 11-8-26

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Standard for Fire-Resistive Vaults and Safes
Sec. 11-8-1. Definitions

The following terms, when used in sections 11-8-1 to 11-8-12, inclusive, have the following meanings:

(a) "Approved" as applied to a material or piece of equipment, means one which has been tested and is listed by Underwriters' Laboratories, Inc., or any other nationally recognized testing laboratory.

(b) "Fire-resistive building" means a building whose structural members are of noncombustible material throughout and which can withstand a fire completely consuming combustible contents, trim and floor surfacing on any floor without collapse.

(c) "Nonfire-resistive building" means a building whose structural members, including floors and roof, cannot withstand a fire completely consuming combustible contents, trim and floor surfacing without collapse.

(d) "Vault" means a completely fire-resistive enclosure so equipped, maintained and supervised as to minimize the possibility of origin of fire within and to prevent entrance of fire from without.

(e) "Ground-supported vault" means one which is supported by the ground up and which is structurally independent of the building in which it is located.

(f) "Structure-supported vault" means one which is supported by the framework of a fire-resistive building and which may be situated independently on any floor of such building.

(g) The term "vault door," as used in sections 11-8-1 to 11-8-12, inclusive, designates and is limited to vault door units approved and labeled as such by Underwriters' Laboratories, Inc., or any other nationally recognized testing laboratories.

(h) "Roof of vault" means the ceiling or roof of a single vault, or the ceiling or roof of the topmost vault of a tier; not the slab between vaults in a tier, which is classed as a floor.

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Sec. 11-8-2. Design of vault

(a) In a fire-resistive building, the vault may be of either the ground-supported or structure-supported type. In a nonfire-resistive building the vault shall be of the ground-supported type. Walls of the building shall not be used as walls of the vault.

(b) The vault shall be located in a normally dry place, preferably accessible to the section of the building where the records are used.

(c) Standard record vaults shall not exceed fifteen thousand cubic feet in volume, and the interior height shall not exceed ten feet.

(d) A vault shall be of such design and construction as to insure that the structure will withstand satisfactorily all of the conditions which a severe fire may impose on it. Plans and specifications shall be prepared and construction supervised by a registered engineer or architect.

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Sec. 11-8-3. Foundation

(a) **Structure-supported vaults.** The supporting structure shall be of adequate strength to carry the entire load of the vault and its contents. There shall be no combustible material in any

portion of the supporting members of the structure. Structural members of the building which support the vault shall have all steelwork protected by at least four inches of fireproofing concrete.

(b) **Ground-supported vaults.** Foundations for ground-supported vaults shall be reinforced concrete adequate for the entire load of the vault structure and contents. Supporting structural members shall have all steelwork protected by at least four inches of fireproofing concrete.

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Sec. 11-8-4. Floor

(a) **Structure-supported vaults.** The floor of the fire-resistive building may serve for the floor of the vault, if it is of noncombustible construction throughout and complies with the following requirements: (1) The floor of the vault shall be reinforced concrete not less than six inches thick; if exposed to undue fire hazard from outside the vault, it shall have a thickness equivalent to that required for the walls. (2) The floor of the vault shall not be pierced for any purpose. (3) No wood or other combustible material shall be used for flooring surfacing.

(b) **Ground-supported vaults.** Where the floor of the vault rests on grade, or on compacted gravel fill, the minimum thickness shall be that required to support the load. In all other cases minimum thickness shall be six inches. The requirements in subdivisions (1), (2) and (3) of subsection (a) for structure-supported vaults shall apply, and in nonfire-resistive buildings the floor of the vault shall be independent of the floor construction of the rest of the building.

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Sec. 11-8-5. Walls

(a) **Construction.** (1) Walls shall be reinforced concrete, or brickwork with vertical as well as horizontal joints filled with mortar; or, in a fire-resistive building, a framework of heat-protected steel or reinforced concrete with panels of reinforced concrete or brickwork. Reinforcement for concrete shall consist of steel rods at least one-half inch in diameter spaced six inches on center and running at right angles in both directions. Rods shall be securely wired at intersections not over twelve inches apart in both directions and be installed centrally in the wall or panel. (2) Where a structural steel frame is used the steel shall be protected with at least four inches of concrete, brickwork or its equivalent, tied with steel ties or wire mesh equivalent to No. 8 A.S.W. gage wire on eight-inch pitch. Brick protection if used shall be filled solidly to the steel with concrete. (3) The walls of a structure-supported vault shall follow the panels of the building wherever possible and shall extend from floor to ceiling of the building in each story where a vault is located. If vaults are located on more than one floor of a building, they should preferably be placed one above the other in the several stories. (4) No combustible material shall be used for trim or partitions.

(b) **Thickness.** Walls for four-hour vaults shall not be less than eight inches thick if of reinforced concrete or twelve inches if of brick; walls for six-hour vaults, not less than ten inches thick if of reinforced concrete or twelve inches if of brick. Heavier walls may be required to take care of unusual structural conditions, loads or local hazards.

(c) **Openings in walls.** (1) Interior walls of vaults, that is, those walls which are entirely within the building, shall be unpierced except for protected openings which are required for essential facilities specifically mentioned in this standard. Door openings shall be protected with vault doors. (2) Exterior walls of vaults, that is, those which are exterior walls of the building,

shall be unpierced except by exhaust vents essential for proper ventilation. Such openings shall be protected with approved dampers or with approved fire doors suitable for openings in exterior walls. (d) There shall be no openings from vaults into elevator, stairway, conveyor or other shafts.

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Sec. 11-8-6. Bonding of wall, floor and roof

The requirements of sections 2237, 2238, 2239 and 2242 (e) of NFPA Standard No. 232, Protection of Records, shall be strictly observed.

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Sec. 11-8-7. Roof

(a) **Structure-supported vaults.** In structure-supported vaults, the roof or floor of the fire-resistive buildings may serve for the roof of the vault, if it is of noncombustible construction throughout and complies with the following requirements: (1) The roof of the vault shall be of reinforced concrete on reinforced concrete or protected steel supports. (2) The roof of the vault shall be at least six inches thick; if it is subject to unusual impact or exposed to undue fire hazard from outside the vault, it shall have a thickness equivalent to that required for the walls. (3) All interior structural steel shall be protected with at least two inches of fireproofing. (4) Roofs of vaults shall not be pierced for any purpose.

(b) **Ground-supported vaults.** In ground-supported vaults, the requirements in subdivisions (1) to (4), inclusive, of subsection (a) shall apply. In addition, in a nonfire-resistive building, the roofs of vaults shall be entirely independent of the wall, floor, ceiling, columns, piers or roof construction of the building.

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Sec. 11-8-8. Vault doors

(a) **Classification.** Each door opening in the vault shall be provided with a vault door unit bearing a rating, in hours of fire-resistance, comparable to the classification of the walls of the vault. Ordinary fire doors such as hollow metal, tinclad, sheet metal or metalclad types, steel plate types and file room doors are not acceptable as vault doors.

(b) **Installation.** Installation of the vault door unit shall be made in conformity with instructions supplied by the manufacturer and shall be entrusted only to those experienced in such installation work.

(c) **Escape device.** The door-locking mechanism shall be of a type enabling a person accidentally locked inside the vault to open the door from the inside.

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Sec. 11-8-9. Dampproofing

When the walls, floor or roof of a vault are dampproofed, methods and materials used shall be such that the desired fire-resistance of the vault will not be impaired.

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Sec. 11-8-10. Services to vault

(a) **Lighting.** (1) Lighting shall be electric, with all interior wiring in conduit and installed in accordance with the National Electric Code, NFPA No. 70. Conduit if exposed shall preferably be located on the ceiling; where it is carried through the wall of the vault the hole shall be made as small as possible and the space around the conduit shall be completely filled with cement grouting. Floors and roofs shall not be pierced for conduit. (2) The wiring shall provide as many fixed lamps as needed for adequate illumination, and may provide a reasonable number of convenience outlets. There shall be no pendant or extension cord within the vault. (3) Wiring shall be so arranged that both wires of the circuit are disconnected when the lights are out. Main switches shall be outside the vault and provided with a pilot light.

(b) **Heating.** Heating shall be by hot water, steam, approved radiant electrical units or forced warm air heating. See subsection (c) for the standard to be followed in installing forced air duct work. Coils or radiators shall be so located as to avoid the possibility of any records coming in contact with them. Piping should preferably be placed overhead. Where the pipe is carried through the wall, the hole shall be made as small as possible, the pipe provided with a close-fitting noncombustible sleeve, and the space around the outside of the sleeve shall be completely filled with cement grouting. Floors and roofs shall not be pierced for piping. Open flame heaters or portable electric heaters shall not be used.

(c) **Ventilation.** Ventilation of the interior should preferably be through door openings. Where it is imperative that a ventilating system be provided, it should be recognized that the presence of this system adds to the possibility of entrance of fire or damaging heat from outside. To minimize this possibility, the system shall be installed in accordance with the Standard for Air Conditioning Systems, NFPA No. 90A, and the following safeguards shall be taken: (1) All air conditioning apparatus, fans, filters, etc., shall be located outside the vault. (2) Each duct shall be provided with an adjustable fire damper equipped with approved automatic means for closing it and shutting down fans in the event of fire outside or inside the vault. (3) Ducts shall be located so as to avoid the possibility of records coming in contact with them. (4) Where a duct is carried through the wall, its installation shall be such that it will not impair the ability of the vault to protect its contents. The floors and roofs of vaults shall not be pierced for ducts.

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Sec. 11-8-11. Vault operating practices

(a) **Equipment.** (1) Filing equipment shall be noncombustible throughout. (2) Loose papers shall not be filed on open shelving. (3) Arrangement of filing devices shall be such that they will be in short sections and with ample aisles between for convenient access and to retard the spread of fire. (4) Open-front containers should be located at least thirty-six inches away from door openings; fully enclosed containers at least four inches away from door openings. (5) The bottoms of the lowest record storage spaces should be not less than four inches above the floor of the vault.

(b) **Supervision.** The vault shall be under responsible supervision from opening until closing time and inspections shall be made daily, particularly before closing time, to insure that all containers are closed, no records are left on top of containers or elsewhere exposed, all waste papers are removed, and vault doors are closed and locked.

(c) **Housekeeping.** (1) General cleanliness shall be of the highest type. (2) No materials other than records and record storage equipment shall be permitted in vaults at any time. (3) Safety photographic film may be treated as records, but flammable nitrate film shall not, under any

circumstances, be kept in record vaults. (4) Smoking inside vaults shall be forbidden, and "No Smoking" signs shall be prominently displayed.

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Sec. 11-8-12. Fire-resistive safes

No safe, file cabinet or record container in which records designated by the public records administrator as essential operating records of the state or of any of its political subdivisions are housed shall bear lower than a Class C rating, as established by Underwriters' Laboratories, Inc., or any other nationally recognized testing authority, unless such safe, file cabinet or record container is protected within a suitable fire-resistive vault. The public records administrator may, if the importance of the records to be housed or the severity of the environmental fire hazard warrants, require the use of Class B or Class A equipment, as so established.

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Link to entire Sec. 11-8 – Regulations of Connecticut State Agencies – Title 11.Libraries:

<https://eregulations.ct.gov/eRegsPortal/Browse/RCSA/%7B9843FB8B-2589-4C27-9C11-39A7535286DB%7D>

NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
) ss.
County of _____)

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

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

Signed _____
Title _____

Subscribed and sworn before me this
_____ day of _____ 20____

(Notary Public)

My Commission expires _____

NON COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)
County of _____) ss.

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

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

Signed _____

Title _____

Subscribed and sworn before me this

_____ day of _____ 20____

(Notary Public)

My Commission expires _____

Statement of Bidder's Qualifications

All items and questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information it desires.

1. Name of Bidder _____
2. Bidder's Tax Identification No. _____
3. Permanent main office address _____

4. When organized _____
5. If corporation, where incorporated _____
6. Number of years have you been engaged in the contracting business under your present firm or trade name _____
7. Contracts on hand: (Schedule these showing amount of each contract and the appropriate anticipated dates of completion) _____

8. General character of work performed by your company _____

9. Have you ever failed to complete any work awarded to you? If so, where and why? _____

10. Have you ever defaulted on a contract? If so, where and why? _____

11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed (use a separate sheet if necessary) _____

12. List your major equipment available for this Contract _____

13. List your experience in work similar to this project _____

14. List the background and experience of the principal members of your organization, including officers _____

15. List the work to be done by Subcontractors and summarize the dollar value of each Subcontract

16. Credit available \$ _____

17. Give Bank reference _____

18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? _____

19. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated _____ (Name of Bidder)

By _____

Title _____

State of _____)
County of _____) ss.

_____ being duly sworn deposes and says that (s)he is _____

_____ of _____

_____, and that the answers to the foregoing items and questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this

_____ day of _____ 20

(Notary Public)

My Commission expires _____

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

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

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

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

DATE

Signature of Authorized Signer

CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

Bidder's Name _____

Address and Zip Code _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes () No () If answer is yes, identify the most recent contract.
2. Compliance reports were required to be filed in connection with such contract or subcontract
Yes () No () If answer is yes, identify the most recent contract.
3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100.
Yes () No () Not Required ()
4. If answer to Item 3 is "No" please explain in detail on reverse side of this Certification.

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

Name and Title of Signer (Please Type)

Signature

Date

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

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

Date: _____

By: _____

Official Address: _____

Title: _____

SAMPLE

CONTRACT FORMS

CONTRACT FOR SERVICES

THIS AGREEMENT made and entered into this *xx* day of *Month, 2019*, by and between (*legal name, address, city & state*), hereinafter called "**Contractor**" and the City of New London, 181 State Street, New London, CT 06320, hereinafter called "**City**."

WHEREAS, the City desires to enter into a contract for the (*state work being performed*) and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this contract to the satisfaction of the City, therefore this contract is entered into under the following terms and conditions:

1. The Contractor agrees to perform the services described below or in attachments if applicable. Only those attachments specifically referenced in this Contract for Services shall apply. The terms and conditions as contained in this Contract for Services shall take precedence over any conflicting terms as may be attached hereto.
2. **Term of the Contract:** The start date for this Contract shall be *Month/Day, 2019* and the completion date of this Contract shall be *Month/Day, 2019*.
3. **Contract Price:** The City shall pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed for the price of (*written amount*) (*\$dollar amount*).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or his subcontractors on the Work. The policy shall indicate the City and any Engineer as the named insured. A copy of the policy shall be furnished to the City and a Certificate of Insurance shall be furnished to any Engineer.

Any of the above coverages written on a claims made form have an Extended Reporting Period of three years from the termination of the contract.

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

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

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

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

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

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

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

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

11. Obligations in Event of Termination:

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

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

12. Record keeping, Audit, and Inspection of Records: The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Federal grantor agency, the State

Auditor, the City, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records.

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

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

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

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

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

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

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

A. (a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

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

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

(b) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e, and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor as they relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) Determination of the contractor's good faith efforts shall include, but shall not be limited to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

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

(e) The contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor, or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

B. (a) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to

employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the Connecticut General Statutes; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor that relate to the provisions of this section and Section 46a-56 of the Connecticut General Statutes.

(b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor, or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the Connecticut General Statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

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

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

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

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

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

19. Force Majeure: Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be

extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

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

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

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

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

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

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

OWNER:

CONTRACTOR:

Michael Passero
Its Mayor

Its Duly Authorized Agent

Approved as to form:

Jeffrey T. Londregan, Esq., Director of Law

Date Signed _____