

# City of New London

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

## Invitation for Proposals

*Specifications and Proposal Documents Attached*

**Proposal No.: 2019-21**

**Opening Date and Time: June 20, 2019 @ 2:00 P.M.**

**Title: Commissioning Agent for Bennie Dover Jackson Middle School (095-0091 MAG/A)**

### Special Instructions:

All questions should be directed to Charles Warrington; Director at [Charles.Warrington@Collier.com](mailto:Charles.Warrington@Collier.com) by 2:00PM on June 12, 2019. Please copy Julie Chapman; Purchasing Agent, at [Jchapman@ci.new-london.ct.us](mailto:Jchapman@ci.new-london.ct.us) on all inquiries.

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

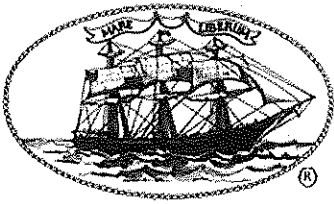
Sealed Proposal No.: 2019-21

Not to be opened until June 20, 2019 at 2:00PM

### Return Bid to:

Julie Chapman; Purchasing Agent  
City of New London  
13 Masonic Street  
New London, CT 06320

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



# City of New London

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

## PLEASE RETURN THIS FORM IMMEDIATELY

Acknowledgement: Receipt of Invitation for Proposals

Bid No.: 2019-21

**Commissioning Agent for Bennie Dover Jackson Middle School (095-0091 MAG/A)**

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: May 31, 2019

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: Jchapman@ci.new-london.ct.us**

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

New London Public Schools  
Bennie Dover Jackson Middle School  
Commissioning Request for Proposals



**Bennie Dover Jackson Middle School Renovations and Additions**

**State Project No. 095-0091 MAG/A**

**New London Public Schools**

**Request for Proposals for Commissioning Agent**

**RFP #2019 –21**

**RFP Issue Date: May 31, 2019**

**Written Proposals and Fee Proposal are Due by June 20, 2019 by 2:00 p.m.**

**LEGAL NOTICE**

CITY OF NEW LONDON, CONNECTICUT

**REQUEST FOR PROPOSALS FOR COMMISSIONING AGENT SERVICES**

RFP #2019 - 21

May 31, 2019

The City of New London will receive sealed proposals for the provision of Commissioning Agent Services for the Renovation and Additions to the Bennie Dover Jackson Middle School. Proposals are due no later than 2:00 p.m. on June, 2019 to:

Mr. John Satti, Chairman  
c/o Mr. David McBride  
Director of Finance  
13 Masonic Street  
New London, CT 06320

Change of dates will be posted to the City of New London Purchasing Department bid website <http://ci.new-london.ct.us/content/7429/7431/7445/8764.aspx> as well as the Connecticut Department of Administrative Service Contracting Portal, [https://biznet.ct.gov/SCP\\_Search/ContractingOrganizations.aspx](https://biznet.ct.gov/SCP_Search/ContractingOrganizations.aspx)

The City of New London reserves the rights to amend or terminate this Request for Proposals, to reject any or all proposers, to request additional information, to waive any informalities or non-material deficiencies in a response, and to take any and all other action that, in the City's sole judgment, will be in its best interests.

**CITY OF NEW LONDON, CONNECTICUT  
BENNIE DOVER JACKSON MIDDLE SCHOOL**

**REQUEST FOR PROPOSALS FOR  
COMMISSIONING AGENT SERVICES**

**Proposal Due Date/Time:** June 20, 2019, 2:00 p.m.

**Proposal Closing Place:** CONL Purchasing Office 13 Masonic St., New London CT

**Proposal Opening Date/Time:** June 20, 2019, 2:00 a.m.

**Proposal Opening Place:** CONL Purchasing Office 13 Masonic St., New London CT

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The City of New London (the “City”) is soliciting statements of qualifications from qualified individuals or firms to provide comprehensive commissioning agent (“CxA”) services for the design and renovations and additions to the Bennie Dover Jackson Middle School (the “School Project”).

The School Project shall be designed and constructed in accordance with the Project Overview attached at Tab A. Additional information is set forth in the Specifications section of this Request for Proposals (“RFP”).

As set forth in greater detail in the Specification Section, the CxA will plan, manage, perform and report on the commissioning activities, utilizing the reporting formats and standardized forms provided by the CxA whenever required. The CxA will submit deliverable reports to the City according to an agreed upon commissioning services schedule. All commissioning tasks shall be conducted in a transparent manner with involvement of City officials, including the building engineer and operations staff.

The project delivery method is Construction Manager at Risk with full design documents and specifications developed by an architectural firm (Perkins Eastman.) The construction documents will be let out to bid and a construction manager at risk will be hired to complete the construction. The City has retained Colliers International Project Management Northeast as the owner’s representative. The CxA will be hired by and report directly to the City via the School Building and Maintenance Committee (SBMC).

The systems to be commissioned shall include all systems required by the Connecticut High Performance Building regulations per Connecticut General Statute §16a-38k and per the Connecticut Department of Administration Office of School Construction Grants & Review (OSCG&R). These include but are not limited to:

1. Heating, Ventilation, air conditioning, and refrigeration systems and associated controls
2. Lighting and day-lighting controls
3. Domestic hot water system
4. Renewable energy systems
5. Water using systems
6. Fire Protection systems

7. Energy Management system
8. Emergency Power system
9. Building envelope system

The SBMC will review all proposals and reserves the right to interview up to four firms if it determines it necessary to do so. The SBMC will award the contract under the intent of Connecticut General Statutes § 10-287(b)(2).

One (1) original, twelve (12) copies of sealed proposals and all other required documents must be submitted to the following address by the date and time noted below. The proposers shall also include a digital copy of their proposal on thumb drive as well.

Mr. John Satti, Chairman  
c/o Mr. David McBride  
Purchasing Agent  
CONL Purchasing Office  
13 Masonic Street  
New London, CT 06320

The City will not accept responses by e-mail or fax. The City will reject responses received after the date and time noted above.

The documents comprising this Request for Proposals may be obtained on the City of New London Purchasing Department bid website <http://ci.new-london.ct.us/content/7429/7431/7445/8764.aspx> as well as the Connecticut Department of Administrative Service Contracting Portal, [https://biznet.ct.gov/SCP\\_Search/ContractingOrganizations.aspx](https://biznet.ct.gov/SCP_Search/ContractingOrganizations.aspx) . **Each proposer is responsible for checking the website to determine if the City has issued any addenda and, if so, to complete its response in accordance with the Request for Proposals as modified by the addenda.**

Proposals must be held firm and cannot be withdrawn for sixty (60) calendar days after the opening date.

The City reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the lowest responsible proposer.

This Request for Proposals (“RFP”) includes:

- Standard Instructions to Proposers
- Specifications for Commissioning Agent Services
- Proposal Form – Commissioning Services
- Proposer’s Legal Status Disclosure
- Proposer’s Statement of Reference Form
- City of New London Standard Request for Qualifications/Proposals (RFQP) and Contract Terms and Conditions
- Statement of Bidders Qualifications

- Affirmative Action Policy Statement
- Certification of Bidder Regarding Equal Opportunity Employment
- Certification of Non-Segregated Facilities
- City of New London Contract for Services

**CITY OF NEW LONDON, CONNECTICUT  
BENNIE DOVER JACKSON MIDDLE SCHOOL**

**STANDARD INSTRUCTIONS TO PROPOSERS**

**1. INTRODUCTION**

The City of New London (the “City”) is soliciting proposals for comprehensive commissioning agent services for the renovations and additions to the Bennie Dover Jackson Middle School. The project consists of renovations and new additions to existing building. See the specifications section for further detail on the projects. This RFP is not a contract offer, and no contract will exist unless and until a written contract is signed by the City and the successful proposer.

Interested parties should submit proposals in accordance with the requirements and directions contained in this RFP. **Proposers are prohibited from contacting any City employee, officer or official concerning this RFP, except as set forth in Section 6, below. A proposer’s failure to comply with this requirement may result in disqualification.**

If there are any conflicts between the provisions of these Standard Instructions to Proposers and any other documents comprising this RFP, these Standard Instructions to Proposers shall prevail.

**2. RIGHT TO AMEND OR TERMINATE THE RFP OR CONTRACT**

The City may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFP if the City determines it is in the City’s best interest. Any such action shall be effected by a posting on the City of New London Purchasing Department bid website <http://ci.new-london.ct.us/content/7429/7431/7445/8764.aspx> as well as the Connecticut Department of Administrative Service Contracting Portal, [https://biznet.ct.gov/SCP\\_Search/ContractingOrganizations.aspx](https://biznet.ct.gov/SCP_Search/ContractingOrganizations.aspx) **Each proposer is responsible for checking the City’s website to determine if the City has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

**3. KEY DATES**

Proposals Due: June 20, 2019 no later than 2:00 p.m.

Proposal Opening: June 20, 2019 no later than 2:00 p.m.

Interviews (if required by the SBMC): TBD

Final selection approval: June 21, 2019, or later if interviews are required by SBMC

Contract Execution: Subject to review by the city’s law director and as approved by the New London City Council.

The Interviews and Contract Execution dates are anticipated, not certain, dates.



#### 4. OBTAINING THE RFP

All documents that are a part of this RFP may be obtained on the City of New London Purchasing Department bid website <http://ci.new-london.ct.us/content/7429/7431/7445/8764.aspx> as well as the Connecticut Department of Administrative Service Contracting Portal, [https://biznet.ct.gov/SCP\\_Search/ContractingOrganizations.aspx](https://biznet.ct.gov/SCP_Search/ContractingOrganizations.aspx)

#### 5. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must be received in the City of New London Purchasing Office, CONL Purchasing Office 13 Masonic Street New London, CT 06320 by the date and time noted above prior to the date and time the proposals are scheduled to be opened publicly. Postmarks prior to the opening date and time do **NOT** satisfy this condition. The City will not accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery. The City will **NOT** accept late proposals.

One (1) original and twelve (12) copies of all proposal documents must be submitted in sealed, opaque envelopes clearly labeled with the proposer's name, the proposer's address, the words "**PROPOSAL DOCUMENTS**," and the **Proposal Title, Proposal Number and Proposal Opening Date**. (Note: This supersedes the amount of copies specified in the Standard Terms and Conditions.) Proposers shall also include a digital copy on a portable thumb drive also. The City may decline to accept proposals submitted in unmarked envelopes that the City opens in its normal course of business. The City may, but shall not be required to, return such proposal documents and inform the proposer that the proposal documents may be resubmitted in a sealed envelope properly marked as described above.

Proposal prices must be submitted on the Proposal Form included in this RFP. All blank spaces for proposal prices must be completed in ink or be typewritten; proposal prices must be stated in both words and figures. The person signing the Proposal Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as "SAME" shall not be used in the Proposal Form.

Proposals may be withdrawn personally or in writing provided that the City receives the withdrawal prior to the date and time the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) calendar days after the opening date, to give the City sufficient time to review the proposals, investigate the proposers' qualifications, secure any required municipal approvals, and execute a binding contract with the successful proposer.

An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFP.

#### 6. QUESTIONS AND AMENDMENTS

Questions concerning the process, procedures and specifications applicable to this RFP are to be submitted **only in writing** via email and directed **only to**:

Mr. Charles E. Warrington, Jr., P.E.  
Director  
Colliers International  
[Charles.warrington@colliers.com](mailto:Charles.warrington@colliers.com)

With a copy to:  
Mr. David McBride  
Director of Finance  
City of New London  
[dmcbride@ci.new-london.ct.us](mailto:dmcbride@ci.new-london.ct.us)

**Proposers are prohibited from contacting any other City employee, officer or official concerning this RFP. A proposer's failure to comply with this requirement may result in disqualification.**

The appropriate City representative listed above must receive any questions from proposers no later than seven (7) business days before the proposal opening date. That representative will confirm receipt of a proposer's questions by e-mail.

The City will answer all relevant written questions by issuing one or more addenda, which shall be a part of this RFP and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

At least four (4) calendar days prior to proposal opening, the City will post any addenda on the City's website, <http://ci.new-london.ct.us/content/7429/7431/7445/8764.aspx> **Each proposer is responsible for checking the website to determine if the City has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

No oral statement of the City, including oral statements by the City representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no proposer shall rely on any alleged oral statement.

#### **7. ADDITIONAL INFORMATION**

The City reserves the right, either before or after the opening of proposals, to ask any proposer to clarify its proposal or to submit additional information that the City in its sole discretion deems desirable.

**END OF STANDARD INSTRUCTIONS TO PROPOSERS**

**CITY OF NEW LONDON, CONNECTICUT  
BENNIE DOVER JACKSON MIDDLE SCHOOL**

**SPECIFICATIONS FOR  
COMMISSIONING AGENT SERVICES**

**I. PROJECT OVERVIEW**

**A. Project Description**

The Bennie Dover Jackson Middle School Renovations and Additions project will be a multi-phased, fully occupied renovation and addition construction project with a total project budget of approximately \$49 million with a construction budget of \$38.8 million. The project is being funded with both the City of New London and the State of Connecticut through the Office of School Construction Grants and Review.

The project has just completed the programming phase and will be entering into the schematic design phase in May, 2019. The design phase is scheduled for completion at the end of 2020 with bidding to occur in early 2021. The current construction duration is scheduled for 42-months with anticipation of being shortened as much as possible based on the final scope of the work and approved phasing plans.

The current plan is to demolish a portion of the existing building, provide a new addition and renovate the remaining portions of the building to provide 21st Century learning environments including new mechanical, electrical, plumbing, and security measures ultimately resulting in approximately 125,000 net square feet of building area.

**II. SCOPE OF WORK**

Commissioning is required as one quality measure of the construction of the school project in order to assure that the buildings meets the original intent of the City's design. The proposer is free to suggest changes and improvements to this process. The following is a summary of the commissioning process and scope of work the City requests for this project.

**A. Commissioning Process during Design**

The commissioning process activities completed by the commissioning authority during the design phase include:

1. Review the SBMC's Project Requirements documentation for clarity and completeness.
2. Review and comment on the Basis of Design with regard to the SBMC's Project Requirements.
3. Participate in one (1) Integrated Design Meeting prior to the development of contract

documentation.

4. Participate in meetings design workshops and design phase meetings during the design phase.
5. Develop full commissioning specifications for all commissioned equipment. Coordinate this with the architect and engineers and integrate the commissioning specifications into the overall project specification package. The specifications shall follow the intent of ASHRAE Guideline 0-2005 *The Commissioning Process*. The commissioning specification will include a detailed description of the responsibilities of all parties, details of the commissioning process; reporting and documentation requirements (including formats), alerts to coordination issues, deficiency resolution, construction checklist and startup requirements, the functional testing process, and specific functional test requirements including testing conditions and acceptance criteria for each piece of equipment being commissioned.
6. Conduct one (1) Controls Integration Meeting during the design phase.
7. Conduct one (1) focused design review of the drawings and specifications prior to the construction documents phase. Participate in one meeting to review and discuss written design review comments.
8. Conduct one (1) focused design review of the drawings and specifications prior to the construction documents. Participate in one meeting to review and discuss written design review comments.
9. Perform the following additional commissioning design review at schematic design, design development and construction documents phase of the drawings and specifications.
10. Develop a commissioning plan encompassing the Design, Construction, Occupancy and Operations Phases.
11. Determine the commissioning requirements and activities to include in the construction documents, with review by the design team, for integration into the project's construction specifications.

#### **B. Commissioning Process during the Construction Phase**

The commissioning process activities accomplished by the commissioning authority during the construction phase include:

1. Participate in one (1) pre-bid meeting and answer commissioning related RFI's during the bidding process.
2. Participate in one (1) pre-construction meeting prior to the start of the construction phases.
3. Organize the commissioning process components and conduct a pre-bid and pre-construction meeting where the commissioning process requirements are reviewed with the commissioning team.

4. Coordinate and direct commissioning activities in a logical, sequential and efficient manner using consistent protocols, clear and regular communications and consultations with all necessary parties, frequently updated timelines, schedules, and technical expertise.
5. Perform site visits, as necessary, to observe component and system installations. Accomplish a statistical review of construction focusing on the SBMC's design intent and the quality process. Attend selected planning and job-site meetings to obtain information on construction progress. Review construction-meeting minutes for revisions/substitutions relating to the SBMC's design intent.
6. With necessary assistance and review from the installing contractors and A/E, develop and write construction checklists. Submit to SBMC for approval.
7. Organize and conduct periodic commissioning team meetings necessary to plan, develop the scope, coordinate, schedule activities and resolve problems. Commissioning meetings will be held at a minimum on a monthly basis during the construction phase and bi-weekly during system testing.
8. Review submittals concurrent with the design professional's review.
9. Work with contractors in completing construction checklists and tracking of checklist completion.
10. Verify completion of construction checklists on a periodic basis to verify that contractor's quality process is achieving the SBMC's project requirements.
11. Verify systems startup by reviewing start-up reports and by selected site observation.
12. With necessary assistance and review from installing contractors, write the functional testing procedures. Submit to A/E and SBMC for review and approval.
13. Coordinate, witness, document and recommend approval of test procedure performed by installing contractors. Coordinate retesting as necessary until satisfactory performance is achieved.
14. Review the air and water systems balancing report and verify report through statistical sampling and separate field verification.
15. Maintain a master issues log and a separate testing record. Provide to the design team, construction team and SBMC written progress reports and test results with recommended actions.
16. Document the correction and retesting of non-compliance items by the contractor.
17. Develop a system and energy management manual.
18. Review, recommend pre-approval, and verify the training provided by the contractors.

### **C. Commissioning Process during the Occupancy and Operations Phase**

The commissioning process activities accomplished by the commissioning authority during the occupancy and operations phase include:

1. Schedule and verify deferred and seasonal testing by the contractor.
2. Complete the final Commissioning Process Report.
3. Return to the sites at 10 months into the 12-month warranty period. Review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning. Also interview facility staff and identify problems or concerns they have with operating the building as originally intended. Make suggestions for improvements and for recording these changes in the O&M manuals. Identify areas that may come under warranty or under the original construction contract. Assist facility staff in developing reports and documents and requests for services to remedy outstanding problems.

### **D. Additional Commissioning Authority Responsibilities**

In addition to duties described above, the commissioning authority (CxA) will have the following responsibilities and authority:

1. Develop the commissioning specifications for these projects and submit to the architect for incorporation into the overall project documents.
2. Issue deficiency notices and verify that they have been corrected. An Issues Log will be maintained and reviewed at the commissioning meetings. Deficiencies that are not corrected in a timely manner will be reported to the SBMC.

The commissioning authority (CxA) is not required to:

1. Establish design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating, or construction management. The CxA may assist with problem-solving or resolving non-conformance or deficiencies, but ultimately that responsibility resides with the construction manager at risk and the design team. The CxA will report to the SBMC any deficiencies or discrepancies.
2. Issue change orders; they do review change orders for compliance with the construction documents. Non-compliances will be reported to the SBMC.

### **III. MINIMUM AND PREFERRED QUALIFICATIONS**

The successful proposer must:

- Be an independent, third-party individual or firm that is not a member of or otherwise affiliated with the designer/architect, construction manager, or otherwise affiliated with the construction team. This restriction shall not apply to the provision of owner's representative services.
- Possess certification as a commissioning authority by the Building Commissioning Association, the Association of Engineers, or, in the City's sole judgment, a comparable certifying organization.
- Possess all relevant Connecticut licenses, including a Professional Engineer and/or SI license.
- Possess a minimum of five (5) full years field experience as a commissioning agent.

The City shall take into account, among other relevant considerations, the following qualifications:

- Experience as the principal commissioning authority for at least three projects of comparable size, type and scope.
- Experience in the operation and troubleshooting of HVAC systems and energy management control systems.
- Knowledge of building operation and maintenance and O&M training.
- Knowledge of national building & fire codes as well as water-based fire extinguishing systems, detection systems and alarms systems.
- Knowledge of test and balance of both air and water systems.
- Experience with energy-efficient equipment design and control strategy optimization.
- Experience with total building commissioning approach including building envelope, data and communication systems and other specialty systems.
- Experience in monitoring and analyzing system operation using energy management control system trending and stand-alone data logging equipment.
- Verbal and writing communication skills. Organization and the ability to work with both management and trade contractors.
- Experience in writing commissioning specifications.
- Membership with the Building Commissioning Association.

The required expertise for this RFP will be based on the skill and experience set of the full team submitting the proposal. A member of the proposing firm will be the designated commissioning authority and will be required to coordinate all commissioning activities. This indeed must not necessarily be the team's overall project or contract manager. The commissioning authority must have significant in-building commissioning experience, including technical and management expertise on projects of similar scope. If the commissioning authority or prime firm does not have sufficient skills to commission a specific system, the prime firm shall subcontract with a qualified party to do so. **Subcontractor proposals and qualifications shall be included and clearly designated in the response to this scope of work.**

#### IV. PROPOSAL FORMAT

Proposals need not be voluminous, but shall provide sufficient information to allow the SBMC to evaluate the consultant's approach, experience, staff and availability.

The proposer shall include:

1. A letter of introduction, detailed resumes, and the sample work products are not included in this limit.
2. The name(s) of the individual(s) who will serve as the lead CxA for the design phase and for the construction phase of the contract.
3. Resumes for key staff and sub-consultants. The resumes shall include specific information about expertise in commissioning tasks, (e.g., design reviews, specification writing, commissioning management, troubleshooting, test writing, test execution, energy management, sustainable design, etc.).
4. A description of "relevant" experience (project phasing, life cycle costing, testing, adjusting and balancing, building simulation, IAQ, campus projects, etc.) of the proposer's team in the following areas. List involvement of key team members.
  - a) projects similar to this one
  - b) O&M experience
  - c) energy-efficient equipment design and control strategy optimization
  - d) project and construction management
  - e) system design (specify)
  - f) troubleshooting
5. A description of the proposed approach to managing the project expertly and efficiently, including distribution of tasks, travel, and duration of which staff will be on site during what periods of time, etc. Describe how you intend to determine the appropriate level of commissioning effort for the various systems and equipment.



6. As an attachment, provide the following work products that members of the proposer's team developed. List the team member who actually wrote the document and the projects on which they were used. Work from the designated CxA is preferred.
  - a) Commissioning plan that was executed (the process part of the plan);
  - b) An actual functional test procedure form that was executed
7. Provide a **fixed, lump sum total cost for each project** to accomplish the work for the following phases: design, construction, occupancy and operations.

All task amounts must include associated meetings, progress reports and direct costs (travel, mileage, per diem, communications, etc.). Use the attached budget table (or a suitable equivalent) to provide a cost breakdown.

**A separate proposal shall be provided for each school. The total cost of the two projects, experience of the firms, similar experience with projects of a similar size, experience with New London and interview will be used to evaluate and award to the successful proposer. Both projects will be awarded to ONE firm.**
8. Provide an hourly rate for each team member for any work that may exceed the scope. For each phase, provide the percentage level of effort for each primary team member.
9. Use the budget table shown (or a suitable equivalent) to provide a cost breakdown.

**END OF SPECIFICATIONS**

**CITY OF NEW LONDON, CONNECTICUT  
BENNIE DOVER JACKSON MIDDLE SCHOOL**

**PROPOSAL FORM - COMMISSIONING SERVICES**

PROPOSER'S FULL LEGAL NAME: \_\_\_\_\_

**PRICE PROPOSAL**

Pursuant to and in full compliance with the RFP, the undersigned proposer, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the RFP, including any addenda, hereby offers and agrees as follows:

To provide the products and/or services specified in, and upon the terms and conditions of, the RFP for the total sum of \_\_\_\_\_  
\_\_\_\_\_/100 Dollars (write out in words) (\$ \_\_\_\_\_). The lump sum fee shall equal the total on the Pricing Table of Exhibit 3.

**ACKNOWLEDGEMENT**

In submitting this Proposal Form, the undersigned proposer acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed products and/or services called for in the RFP. Except as otherwise expressly stated in the RFP, no additional payment of any kind will be made for the products and/or services called for in the RFP.

**Exhibit 1: Commissioning Firm Experience**  
 FILL OUT A SEPARATE FORM FOR EACH FIRM ON THE TEAM INCLUDING SUB-CONSULTANTS

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Company Name	Contact Person	Title
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Address	City	State	Zip/Postal Code
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Telephone	Fax	E-Mail
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Description of Business

**Commissioning Activities**

Percentage of overall business devoted to commissioning \_\_\_\_\_%

How long has the firm offered commissioning services \_\_\_\_\_ years

Average number of commissioning projects performed each year: \_\_\_\_\_ projects

Number of registered engineers on staff who have directed commissioning projects:

The firm has provided commissioning services in the following: (check all that apply)

<u>Building Sector</u>	<u>New Construction Major Renovation</u>	<u>Existing Building Retro/Re</u>	<u>Equipment Replacement</u>
Office or retail	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hospitals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Assisted Living	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Laboratories	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Multi Family	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Industrial / Manufacturing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Special purpose—prisons, museums, libraries, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other; Describe	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Exhibit 2: Commissioning Task Experience for Similar Projects**  
 FILL OUT A SEPARATE FORM FOR EACH FIRM ON THE TEAM INCLUDING SUB-CONSULTANTS

<b>Project</b> (Name, Date, Bldg. Size, Type, new or existing)	
<b>OWNER CONTACT</b> (Title, City, State, and Phone)	
<b>Name &amp; Role of Persons(s) Assigned to Project by Firm</b> (identify any sub-consultants)	

	Task	✓	Comments
<b>Commissioning</b>	Developed SBMC's Project Requirements		
	Wrote commissioning plan		
	Wrote commissioning specs		
	Wrote construction checklists		
	Wrote functional test procedures		
	Witnessed and documented functional tests		
	Performed functional tests (hands-on)		
	Wrote systems manual		
	Used data loggers or EMS trend logs for testing		
	Developed or approved staff training		
	Reviewed completed O&M manuals		
<b>Management</b>	Commissioning provider was part of the firm		
	Supervised a sub-consultant commissioning provider to our firm.		
	Worked with a commissioning provider hired by others		

	✓	System or Equipment
<b>Commissioning Tasks Performed</b>	<input type="checkbox"/>	Central building automation system
	<input type="checkbox"/>	All equipment of the heating, ventilating and air conditioning systems
	<input type="checkbox"/>	Enhanced Filtration Units
	<input type="checkbox"/>	Scheduled or occupancy sensor lighting controls
	<input type="checkbox"/>	Daylight dimming controls
	<input type="checkbox"/>	Refrigeration systems
	<input type="checkbox"/>	Emergency power generators and automatic transfer switching
	<input type="checkbox"/>	Uninterruptible power supply systems
	<input type="checkbox"/>	Life safety systems (fire alarm, egress pressurization, fire protection)
	<input type="checkbox"/>	Electrical (service switchgear, switchboards, distribution panels, transformers, motor control centers, power monitoring and metering, transient voltage surge suppressors, variable speed drives, grounding and ground fault systems, over current protective devices, low voltage busway, thermographic survey, white sound system).
	<input type="checkbox"/>	Domestic and process water pumping and mixing systems
	<input type="checkbox"/>	Equipment sound control systems and testing
	<input type="checkbox"/>	Data and communication
	<input type="checkbox"/>	Paging systems
	<input type="checkbox"/>	Security system
	<input type="checkbox"/>	Irrigation
	<input type="checkbox"/>	Plumbing
	<input type="checkbox"/>	Vertical transport
	<input type="checkbox"/>	Building envelope including the different types of curtain wall assemblies (specify roofing, windows and doors, construction joints, etc.)
	<input type="checkbox"/>	Sustainability features
<input type="checkbox"/>	Effluent decontamination systems	
<input type="checkbox"/>	Process instrumentation and controls	
<input type="checkbox"/>	Other: Describe as an attachment to this exhibit	

### Exhibit 3: Pricing Table

<b>Task</b>	<b>Cost (\$)</b>
<b>Design Phase</b>	
1. Reviews of Design, OPR & BOD	_____
2. Design Phase Meetings (Quantity of meetings _____)	_____
3. Commissioning plan, specification development	_____
4. Other	_____
Subtotal	_____
 <b>Construction Phase</b>	
1. Submittal reviews	_____
2. Checklist and Functional test writing	_____
3. Field Reviews-Checklists & Startups (# of Site Visits _____)	_____
4. Construction Phase Meetings (Quantity of Meetings _____)	_____
4. Functional test execution and documentation	_____
5. O&M manual review and training review	_____
6. Compilation of commissioning record	_____
7. Systems manual development	_____
8. Other	_____
Subtotal	_____
 <b>Occupancy and Operations</b>	
1. Seasonal testing	_____
2. Near-warranty end review	_____
3. Other	_____
4. Other	_____
Subtotal	_____
<b>Total</b>	_____

**REQUIRED DISCLOSURES**

1. Exceptions to/Clarifications of/Modifications of the RFP

\_\_\_\_\_ This proposal does not take exception to or seek to clarify or modify any requirement of the RFP, including but not only any of the Contract Terms set forth in the City of New London's Standard Term and Conditions. **The proposer agrees to each and every requirement, term, provision and condition of this RFP.**

OR

\_\_\_\_\_ This proposal takes exception(s) to and/or seeks to clarify or modify certain of the RFP requirements, including but not only the following Contract Terms set forth in the City of New London's Standard Term and Conditions. **Attached is a sheet fully describing each such exception.**

2. State Debarment List

Is the proposer on the State of Connecticut's Debarment List?

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

3. Occupational Safety and Health Law Violations

Has the proposer or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the proposal?

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

If "yes," attach a sheet fully describing each such matter.

4. Arbitration/Litigation

Has either the proposer or any of its principals (current or former, regardless of place of employment) been involved for the most recent ten (10) years in any pending or resolved arbitration or litigation?

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

If “yes,” attach a sheet fully describing each such matter.

5. Criminal Proceedings

Has the proposer or any of its principals (current or former, regardless of place of employment) ever been the subject of any criminal proceedings?

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

If “yes,” attach a sheet fully describing each such matter.

6. Ethics and Offenses in Public Projects or Contracts

Has either the proposer or any of its principals (current or former, regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

If “yes,” attach a sheet fully describing each such matter.

**END OF PROPOSAL FORM**



**CITY OF NEW LONDON, CONNECTICUT  
BENNIE DOVER JACKSON MIDDLE SCHOOL**

**PROPOSER'S LEGAL STATUS DISCLOSURE**

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the proposer's regular employees regularly in attendance to carry on the proposer's business in the proposer's own name. An office maintained, occupied and used by a proposer only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a proposer will not be considered a permanent place of business of the proposer.

**IF A SOLELY OWNED BUSINESS:**

Proposer's Full Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_

Number of years engaged in business under sole proprietor or trade name \_\_\_\_\_

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

\_\_\_\_\_

**IF A CORPORATION:**

Proposer's Full Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_

Number of years engaged in business \_\_\_\_\_

Names of Current Officers

\_\_\_\_\_ President

\_\_\_\_\_ Secretary

\_\_\_\_\_ Chief Financial Officer

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that  
“permanent place of business.”

\_\_\_\_\_

**IF A LIMITED LIABILITY COMPANY:**

Proposer’s Full Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner’s Full Legal Name \_\_\_\_\_

Number of years engaged in business \_\_\_\_\_

Names of Current Manager(s) and Member(s)

\_\_\_\_\_

Name & Title (if any)

\_\_\_\_\_

Residential Address (street only)

\_\_\_\_\_

Name & Title (if any)

\_\_\_\_\_

Residential Address (street only)

\_\_\_\_\_

Name & Title (if any)

\_\_\_\_\_

Residential Address (street only)

\_\_\_\_\_

Name & Title (if any)

\_\_\_\_\_

Residential Address (street only)

\_\_\_\_\_

Name & Title (if any)

\_\_\_\_\_

Residential Address (street only)

Does the proposer have a “permanent place of business” in Connecticut, as defined above?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that  
“permanent place of business.”

\_\_\_\_\_

**IF A PARTNERSHIP:**

Proposer's Full Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_

Number of years engaged in business \_\_\_\_\_

Names of Current Partners

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

\_\_\_\_\_

\_\_\_\_\_  
Proposer's Full Legal Name

\_\_\_\_\_  
(print)  
Name and Title of Proposer's Authorized Representative

\_\_\_\_\_  
(signature)  
Proposer's Representative, Duly Authorized

\_\_\_\_\_  
Date

**END OF LEGAL STATUS DISCLOSURE FORM**

**CITY OF NEW LONDON, CONNECTICUT**

**[DESCRIBE SUBJECT MATTER OF PROPOSAL]**

**PROPOSER'S STATEMENT OF REFERENCES FORM**

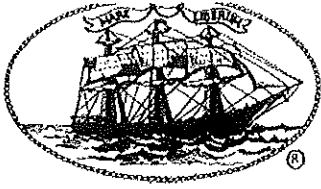
Provide at least three (3) references:

1. BUSINESS NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
INDIVIDUAL CONTACT NAME AND POSITION \_\_\_\_\_  
\_\_\_\_\_

2. BUSINESS NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
INDIVIDUAL CONTACT NAME AND POSITION \_\_\_\_\_  
\_\_\_\_\_

3. BUSINESS NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
INDIVIDUAL CONTACT NAME AND POSITION \_\_\_\_\_  
\_\_\_\_\_

**END OF STATEMENT OF REFERENCES FORM**



# City of New London

Department of Finance-Purchasing Agent

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

## Standard Request for Qualifications/Proposals (RFQP) and Contract Terms and Conditions

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

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

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

### Submission of Proposals

1. Qualifications / Proposals must be submitted on forms supplied by the City of New London or in the format requested in the specifications. Telephone, facsimile or e-mail proposals will not be accepted in response to a Request for Qualifications / Proposals. An original and one (1) copy, unless otherwise indicated in the specifications, of the Proposal Form shall be returned to the Purchasing Agent.
2. The date and time proposals are to be opened are given in each Request for Qualifications / Proposals issued. Proposals received after the specified date and time of the proposal opening given in each Request for Qualifications / Proposals will not be considered. Proposal envelopes must clearly indicate the proposal number as well as the date and time of the proposal opening. The name and address of the proposer should appear in the upper left-hand corner of the envelope.
3. Incomplete proposal forms may result in the rejection of the proposal. Amendments to qualifications / proposals received by the Purchasing Agent after the date and time specified for the proposal opening shall not be considered. 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 Qualifications / 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 Qualifications / Proposals.
6. Prices should be extended in decimal, not fraction, to be net and shall include delivery and transportation charges fully prepaid by the Contractor to the destination specified in the Request for Qualifications / Proposals and subject only to cash discount.
7. Pursuant to Sections 12-412 and 12-412(1) of the Connecticut General Statutes, the City of New London is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in the proposal prices.
8. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

## Standard Request for Qualifications/Proposals (RFQP) 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 Qualifications/Proposals (RFQP) 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 Qualifications/Proposals (RFQP) 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 Qualifications/Proposals (RFQP) 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.

## CONTRACT FOR SERVICES

THIS AGREEMENT made and entered into this *xx* day of *Month*, 2018, 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*, 2018 and the completion date of this Contract shall be *Month/Day*, 2018.
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:

\_\_\_\_\_  
Michael Passero  
Its Mayor

CONTRACTOR:

\_\_\_\_\_  
Its Duly Authorized Agent

Approved as to form:

\_\_\_\_\_  
Jeffrey T. Londregan, Esq., Director of Law

Date Signed \_\_\_\_\_

**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: \_\_\_\_\_

\_\_\_\_\_

NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

\_\_\_\_\_, being first duly sworn,  
deposes and say that:

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

Signed \_\_\_\_\_  
Title \_\_\_\_\_

Subscribed and sworn before me this  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
(Notary Public)

My Commission expires \_\_\_\_\_

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 \_\_\_\_\_