

**VOIP EQUIPMENT
BID DOCUMENTS**

FOR

**DEANS MILL ELEMENTARY SCHOOL
35 Deans Mill Road
STONINGTON, CONNECTICUT 06378**

**TOWN OF STONINGTON
INVITATION TO BID: #2018-005
STATE PROJECT NO. 137-0047 RNV / EA**

**VOIP TECHNOLOGY
FOR
DEANS MILL ELEMENTARY SCHOOL
35 Deans Mill Road
STONINGTON, CONNECTICUT 06378
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LEGAL NOTICE
INVITATION TO BIDDERS
VOIP EQUIPMENT
DEANS MILL ELEMENTARY SCHOOL

35 Deans Mill Road

STONINGTON, CONNECTICUT 06378

The Town of Stonington will receive sealed bids for the provision, delivery, and installation of Technology Equipment for the Deans Mill Elementary School, State Project #137-0047 RNV/EA. Please see full Invitation to Bid for exact specifications on the Town's website, under <http://www.stonington-ct.gov/bids-rfps> or on the CT DAS contracting portal.

Proposals will be received at the Office of the Director of Finance, 152 Elm Street, Stonington, CT 06378, until 2:00 p.m. prevailing local time on June 14, 2018. Proposals shall be directed to:

Mr. James Sullivan
Director of Finance
Town of Stonington
152 Elm Street
Stonington, CT 06378

Any addenda will be posted to the Town's website along with the CT DAS contracting portal. All firms are responsible for checking for new addenda. Proposals will be opened and read aloud at **2:00 p.m. prevailing local time on June 14, 2018**, Town of Stonington, 152 Elm Street, Stonington, CT 06378.

The invitation to bid, bid documents, and information for bidders, are available on the DAS contracting portal, and the Town of Stonington bid website, www.stonington-ct.gov/bids-rfps

A Bid Bond and a Performance and Payment Bond will be required.

No bid will be accepted after the time set for the opening of Bids and no Bidder may withdraw his Bid until 90 days after bid opening. The Owner reserves the right to reject any and all Bids which, in its judgment, will be in the best interest of the Owner.

All responses to inquiries to the invitation to bid shall be posted to the DAS Contracting Portal and the Town's bid website. All Bidders are responsible for checking for new addenda on the DAS Contracting Portal and the Town's bid website.

The Town of Stonington reserves the rights to amend or terminate this Invitation to Bid, to reject any or all proposers, to request additional information, to waive any informalities or non-material deficiencies in a response, to determine qualifications exclusively and finally in its sole discretion, to select any proposal based on any combination of factors, including the amount bid and the Town's best interests, to select parts of any one or more proposals, to negotiate with any person submitting a proposal for different or additional terms, and to take any and all other action that, in the Town's sole judgment, will be in its best interests.

The work consists of the following categories:

T1 – VoIP Phone System

INFORMATION & INSTRUCTIONS TO BIDDERS

TIMELINE OF THE INVITATION TO BID PROCESS-KEY DATES

ITB Issue Date: May 29, 2018

Final Date to Submit Questions: June 07, 2018 4:00p.m.

Final Posting of Responses to Questions: June 11, 2018 4:00p.m.

Proposal Closing Date/Time: June 14, 2018, at 2:00 p.m.

Proposal Closing Place: Stonington Town Hall, 152 Elm Street, Stonington, CT 06378.

Proposal Opening Date/Time: June 14, 2018, at 2:00 p.m.

Proposal Opening Place: Finance Department, 152 Elm Street, Stonington, CT 06378.

INSTRUCTIONS TO BIDDERS

PARTIES:

- | | |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| A. Owner | Town of Stonington
152 Elm Street
Stonington, CT 06378 |
| B. Owner's Representative | Colliers International
135 New Road
Madison, CT 06443 |
| C. Project Site Location | Deans Mill Elementary School
35 Deans Mill Road
Stonington, CT 06378 |
| D. Construction Manager | Gilbane Building Company
208 New London Turnpike
Glastonbury, CT 06033 |
| E. VOIP Consultant | Systems, Software, Support Inc.
Michael DiBari
168 Main Street, Suite 3
Northfield, MA 01360 |
| F. Architect | Drumme, Rosane, Anderson, Inc.
Gregory J. Smolley, AIA, APA, REFP, LEED AP
225 Oakland Road, Studio 205
South Windsor, CT 06074 |

INQUIRIES

All inquiries relative to the conditions and specifications of the Invitation to Bid, as well as clarifications of any information contained therein, or for information concerning the process and procedures applicable to this INVITATION TO BID must be submitted **only in writing via email** and directed to: Michael DiBari at mike@3si.net. The following parties should be cc'd on all inquiries as well:

Greg Smolley at gsmolley@draws.com
Charles Warrington at Charles.Warrington@colliers.com
James Sullivan jsullivan@stonington-ct.gov

The appropriate Town representative listed above must receive any questions from proposers no later than the date specified under the time line. That representative will confirm receipt of a proposer's questions by e-mail.

The Town will answer all relevant written questions by issuing one or more addenda, which shall be a part of this INVITATION TO BID and the resulting Contract, containing all questions received and answers provided.

The Town will post any addenda on Town's website, <http://www.stonington-ct.gov/bids-rfps> or on the CT DAS contracting portal. Each proposer is responsible for checking the websites to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the INVITATION TO BID as modified by the addenda. Bidders are responsible for checking these sites and acknowledging all addenda.

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

Proposers are prohibited from contacting any other Town employee, officer, official, or agent concerning this INVITATION TO BID other than the designated parties noted above. A proposer's failure to comply with this requirement may result in disqualification.

SUBMISSION OF PROPOSALS

Respondents shall submit one (1) original and two (2) hard copies and one (1) electronic copy (a compiled Adobe PDF file) of their submittals.

Proposals must be received, by the date and time noted in the INVITATION TO BID 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 Town will not accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery. The Town will **NOT** accept late proposals.

One (1) original and two (2) hard copies, along with a digital copy of all proposal documents must be submitted in sealed, opaque envelopes clearly labeled with the proposer's name, the proposer's address, the words "**Deans Mill VOIP Bid Submission**," and the **INVITATION TO BID Number ITB: #2018-005**. The Town may decline to accept proposals submitted in unmarked envelopes that the Town opens in its normal course of business. The Town 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.

Proposals shall contain the following at a minimum:

1. A brief qualification statement that demonstrates the technical expertise to provide the goods with the specifications outlined in this request.
2. A list of projects (3 minimum) with similar scope shall be provided, along with contacts identified for references.
3. A schedule indicating the time to deliver all requested goods and services.
4. Exhibits:
 - A) Proposer's Legal Status Disclosure Form
 - B) Proposer's Non-Collusion Affidavit Form
 - C) Proposer's Statement of References Form
 - D) Required Disclosures
 - E) Affirmative Action Affidavit
 - F) Proposal Form
 - G) Insurance Requirements

SELECTION PROCESS AND CRITERIA

Proposals will be evaluated on their qualifications by K-12 Building Committee using the following criteria:

1. Bid proposal adherence to technical specifications.
2. Ability to deliver goods and services in a timely fashion.
3. Proposed schedule.
4. Value of proposed fees.
5. Compliance/completion with/of submission requirements.

GENERAL TERMS AND CONDITIONS

1. The Town reserves the right to reject any and all proposals, to waive any informality, to request interviews of proposers prior to award and to select and negotiate the consultant services in the best interest of the Town.
2. The Town reserves the right to accept all or part of any proposal, and to negotiate a contract for services and cost with the selected firm or team.
3. The Selected firm shall guarantee to provide the goods at the price of the proposal for a period of not less than ninety (90) days from the deadline for submission of proposals.

4. Unless otherwise stated, Payment Requests are to be submitted no more than once per month. Each Payment Request shall be signed by the Selected firm and shall constitute the Selected firm's representation that quantity of work has reached the level for which payment is requested, and that the Selected firm knows no reason why payment should not be made as requested. The Payment Request shall include an itemization of all services provided, including unit list price, net price, extensions and total amount due. The Town shall approve by signature the amount that, in the opinion of the Town, is properly owing to the Selected firm.
5. Unless otherwise stated, payment will be made within thirty (30) days of the completion of the work, in an acceptable fashion, to the Town and receipt of invoice, whichever is later.
6. Town is exempt from all sales and Federal excise taxes.
7. None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the Town.
8. Unless otherwise specified all costs listed are firm for the term of the contract.
9. Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services. Proposers shall also mean vendors, offerors, bidders, or any person or firm responding to the Invitation to Bid.
10. All contracts entered into by the Town shall be governed by the Laws of the State of Connecticut. Any disputes shall be resolved within the venue of the State of Connecticut.
11. AWARD TO OTHER THAN THE APPARENT LOW BIDDER: The Town of Stonington reserves the right to award the work to a proposer other than the one which submitted the lowest price if it deems such action to be in the best interest of the Town of Stonington.
12. RIGHT TO AMEND OR TERMINATE THE INVITATION TO BID OR CONTRACT:
The Town may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this INVITATION TO BID if the Town determines it is in the Town's best interest. Any such action shall be affected by a posting on the Town's website, <http://www.stonington-ct.gov/bids-rfps> and/or the CT DAS Contracting Portal. **Each proposer is responsible for checking the Town's website and CT DAS Contracting Portal to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the INVITATION TO BID as modified by the addenda.**
13. Additional Information Requests: The Town 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 Town in its sole discretion deems desirable.
14. COSTS FOR PREPARING PROPOSAL: Each proposer's costs incurred in developing its proposal are its sole responsibility, and the Town shall have no liability for such costs.
15. OWNERSHIP OF PROPOSALS: All proposals submitted become the Town's property and will not be returned to proposers.
16. FREEDOM OF INFORMATION ACT: All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A proposer's responses may contain

financial, trade secret or other data that it claims should not be public (the “Confidential Information”). A proposer must identify specifically the pages and portions of its proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the proposer cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a proposer’s Confidential Information, it will promptly notify the proposer in writing of such request and provide the proposer with a copy of any written disclosure request. The proposer may provide written consent to the disclosure or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The proposer shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

17. **REQUIRED DISCLOSURES:** Each proposer must, in its Required Disclosures Form, see **Exhibit D**, make the disclosures set forth in that form. A proposer’s acceptability based on those disclosures lies solely in the Town’s discretion.
18. **REFERENCES:** Each proposer must complete and submit the Proposer’s Statement of References Form included in this INVITATION TO BID, see **Exhibit C**.
19. **LEGAL STATUS:** If a proposer is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State’s Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any proposer’s legal status. Each proposer must complete the Proposer’s Legal Status Disclosure Form included in this INVITATION TO BID, see **Exhibit A**.
20. **PERFORMANCE SECURITY:** A Performance and Payment bond will be required from the selected Bidder(s) prior to issuance of Contract(s). The bond must be equal to the Contract amount.
21. **PROPOSAL (BID) SECURITY:** Each bid must be accompanied by a certified check of the bidder, or a bid duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five (5) percent of the bid. Such checks or bid bonds will be returned to all but the three lowest bidders within 10 days after the opening of bids, and the remaining checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract; or if no award has been made within 60 days after the date of the opening of the bids, upon demand of the bidder at any time there- after, so long as he has not been notified of the acceptance of his bid. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.
22. **PRESUMPTION OF PROPOSER’S FULL KNOWLEDGE:** Each proposer is responsible for having read and understood each document in this INVITATION TO BID and any addenda issued by the Town. A proposer’s failure to have reviewed all information that is part of or applicable to this INVITATION TO BID, including but not only any addenda posted on the Town’s website and/or CT DAS Contracting Portal, shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this INVITATION TO BID or the provision of goods or performance of the work described herein.

By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined/the goods described in this INVITATION TO BID, and it is capable of performing the work/delivering/installing the goods to achieve the Town's objectives. If applicable, each proposer shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

23. TAX EXEMPTIONS: The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1). Federal Tax-Exempt number will be provided to the selected firm prior to execution of contract.

24. AWARD CRITERIA; PRELIMINARY SELECTION; CONTRACT EXECUTION: All proposals will be publicly opened and read aloud as received on the date, at the time, and at the place identified in this INVITATION TO BID. Proposers may be present at the opening.

The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town reserves the rights to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The Town also reserves the right, if applicable, to award the purchase of individual items under this INVITATION TO BID to any combination of separate proposals or proposers.

The Town will select the lowest responsible proposer, meaning that, in addition to price, due consideration will be given to factors such as a proposer's experience, references, capabilities, past performance, and other relevant criteria.

The Town will not award the proposal to any business that or person who is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation.

The Town will issue a Preliminary Notice of Award. The preliminary notice of award may be subject to further negotiations with the proposer. **The making of a preliminary award to a proposer does not provide the proposer with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A proposer has rights, and the Town has obligations, only if and when a Contract is executed by the Town and the proposer.**

25. NONRESIDENT CONTRACTORS:

If the successful proposer is a "nonresident contractor" as defined in Conn. Gen. Stat. § 12-430(7)(A) as amended, it shall comply fully with the provisions of § 12-430(7) and, prior to execution of the Contract, shall furnish the Town with proof that it is a "verified contractor" within the meaning of General Statutes Section 12-430(7) or that it has posted a bond with the Commissioner of Revenue Services in compliance with General Statutes Section 12-430(7). The successful proposer agrees to defend, indemnify, and hold harmless the Town, its employees,

officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from any and all taxes, interest and penalties that the State of Connecticut asserts are due with respect to the successful proposer's activities under the Contract.

Connecticut General Statute §12-430(7) requires that:

When a non-resident contractor enters into a contract they must post a 5% cash or guarantee bond for the total amount with the Commissioner of Revenue Services;

or

Any person dealing with a non-resident contractor without first obtaining a certificate of compliance must deduct 5% from the amount payable to the non-resident contractor and submit it to the state.

If the requirements are not met, the general contractor will be liable for all Connecticut taxes imposed.

All questions shall be directed to the State of Connecticut Department of Revenue Services

Discovery Unit at 860-541-3280.

The successful proposer shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this section, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

26. COMPLIANCE WITH LAWS: The successful proposer shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its proposal and the performance of the Contract.

Immigration Laws

By submitting a proposal, each proposer confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Contract will at all times be authorized for employment in the United States of America. Each proposer confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Contract and that it will require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract.

The successful proposer shall defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney's fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the successful proposer or its subcontractor. The successful proposer shall also be required to pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this provision, whether or not a lawsuit or other proceeding is commenced. The successful proposer's obligations under this section shall survive the termination or expiration of the Contract.

Non-Discrimination and Affirmative Action

In the performance of the Contract, the successful proposer will not discriminate or permit discrimination in any manner prohibited by the laws of the United States or of the State of Connecticut against any person or group of persons on the grounds of race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful proposer shows that such disability prevents performance of the work involved.

In the performance of the Contract, the successful proposer will 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 (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful proposer shows that such disability prevents performance of the work involved.

Any violation of these provisions shall be considered a material violation of the Contract and shall be grounds for the Town's cancellation, termination or suspension, in whole or in part, of the Contract and may result in ineligibility for further Town contracts.

Connecticut's Prevailing Wage Law Provision

If applicable, the contractor must be in full compliance with CGS Section 31-53 and 31-53(a) which applies to each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair of any public works project by the state or its agents, or by any political subdivision of the State, CGS Section 31-53 (g) provides monetary thresholds which must be met before the law is applicable. In accordance with CGS Section 31-53, projects are subject to the payment of minimum prevailing wages where the total cost of all work to be performed by all contractors and subcontractors in connection with new construction of any public works project is \$400,000 or more and where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is \$100,000 or more. For qualifying projects, all contractors and subcontractors shall submit to the Finance Department certified weekly payrolls for all contracts meeting the stated monetary limits. The certified payrolls shall be submitted to the Finance Department with the contractor's monthly certificate for payment. The contractor should familiarize themselves with all aspects of the provisions under state law in order to ensure full compliance.

Executive Orders

The contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgate June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgate February 15, 1973, concerning the listing of employment opening and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgate April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

Occupational Safety and Health Administration Requirement

According to CGS, Section 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by a political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least \$100,000 shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building , pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. The aforesaid provisions shall be deemed to be incorporated into the Contract with the Town. The contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.

27. NON COLLUSION AFFIDAVIT: Each proposer shall submit a completed Proposer's Non-Collusion Affidavit Form that is part of this INVITATION TO BID, see Exhibit B.
28. CONTRACT TERMS: The following provisions will be mandatory terms of the Town's Contract with the successful proposer. If a proposer is unwilling or unable to meet, or seeks to clarify or modify, any of these Contract Terms, the proposer must disclose that inability, unwillingness, clarification and/or modification in its Proposal Form.

a. DEFENSE, HOLD HARMLESS AND INDEMNIFICATION

The successful proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful proposer's malfeasance, misconduct, negligence or failure to meet its obligations under the INVITATION TO BID or the Contract. The successful proposer's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful proposer's insurance.

Nothing in this section shall obligate the successful proposer to indemnify the Town or its Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Town Indemnified Parties.

In any and all claims against the Town or its Indemnified Parties made or brought by any employee of the successful proposer, or anyone directly or indirectly employed or contracted with by the successful proposer, or anyone for whose acts or omissions the successful proposer is or may be liable, the successful proposer's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful proposer under workers' compensation acts, disability benefit acts, or other employee benefits acts.

The successful proposer shall also be required to pay any and all attorney's fees incurred by the Town or its Indemnified Parties in enforcing any of the successful proposer's obligations under this section. The successful proposer's obligations under this section shall survive the termination or expiration of the Contract.

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold

harmless the successful proposer.

b. ADVERTISING

The successful proposer shall not name the Town in its advertising, news releases, or promotional efforts without the Town's prior written approval.

If it chooses, the successful proposer may list the Town in a Statement of References or similar document required as part of its response to a public procurement. The Town's permission to the successful proposer to do so is not a statement about the quality of the successful proposer's work or the Town's endorsement of the successful proposer.

c. SUBCONTRACTING

Prior to entering into any subcontract agreement(s) for the work described in the Contract, the successful proposer shall provide the Town with written notice of the identity (full legal name, street address, mailing address (if different from street address), and telephone number) of each proposed subcontractor. The Town shall have the right to object to any proposed subcontractor by providing the successful proposer with written notice thereof within seven (7) business days of receipt of all required information about the proposed subcontractor. If the Town objects to a proposed subcontractor, the successful proposer shall not use that subcontractor for any portion of the work described in the Contract.

All permitted subcontracting shall be subject to the same terms and conditions as are applicable to the successful proposer. The successful proposer shall remain fully and solely liable and responsible to the Town for performance of the work described in the Contract. The successful proposer also agrees to promptly pay each of its subcontractors within thirty (30) days of receipt of payment from the Town or otherwise in accordance with law. The successful proposer shall assure compliance with all requirements of the Contract. The successful proposer shall also be fully and solely responsible to the Town for the acts and omissions of its subcontractors and of persons employed, whether directly or indirectly, by its subcontractor(s).

d. PREFERENCES

The successful proposer shall comply with the requirements of Conn. Gen. Stat. § 31-52(b), as amended. Specifically, the successful proposer agrees that in the employment of labor to perform the work under the Contract, preference shall be given to citizens of the United States who are, and have been continuously for at least three (3) months prior to the date of the Contract, residents of the labor market area (as established by the State of Connecticut Labor Commissioner) in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in Hartford County for at least three (3) months prior to the date hereof, and then to citizens of the State who have continuously resided in the State at least three (3) months prior to the date of the Contract.

e. LICENSES AND PERMITS

The successful proposer certifies that, throughout the Contract term, it shall have and provide proof of all approvals, permits and licenses required by the Town and/or any state or federal authority. The successful proposer shall immediately and in writing notify the Town of the loss or suspension of any such approval, permit or license.

f. CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP

If the successful proposer ceases to exist, dissolves as a business entity, ceases to operate, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or proceeding filed against it, the Town has the right to terminate the Contract effective immediately.

In that event, the Town reserves the right, in its sole discretion as it deems appropriate and without prior notice to the successful proposer, to make arrangements with another person or business entity to provide the services described in the Contract and to exercise any or all of its rights at Law, in equity, and/or under the Contract.

g. AMENDMENTS

The Contract may not be altered or amended except by the written agreement of both parties.

h. VALIDITY

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract documents shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

i. CONNECTICUT LAW AND COURTS

The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the Contract to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

j. NON-EMPLOYMENT RELATIONSHIP

The Town and the successful proposer are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful proposer understands and agrees that it is not entitled to employee benefits, including but not limited to worker's compensation and employment insurance coverage, and disability. The successful proposer shall be solely responsible for any applicable taxes.

29. LOCAL VENDOR PREFERENCE

The Town has a local vendor preference ordinance. Any bidder that qualifies for the "LOCAL VENDOR PREFERENCE" must fill out a "Town-Based Business Affidavit Form" signed by an authorized representative of the bidder at the time of the bid submittal in order to be considered for this preference. Failure to submit a Town Based Business Affidavit on the form provided by the Town of Stonington will result in disqualification of town-based business status and loss of any preference given to a town-based business on the part of such bidder as to its bid. The form is available on the Town's website at www.stonington-ct.gov or can be obtained by contacting the Finance Department at 860-535-5070.

30. QUALIFICATIONS OF BIDDER

The Town may make whatever investigations it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the Town that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

AWARD TO OTHER THAN THE APPARENT LOW BIDDER: The Town of Stonington reserves the right to award the work to a proposer other than the one which submitted the lowest price if it deems such action to be in the best interest of the Town of Stonington.

**AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYERS
MBE/WBE AND SBE'S ARE ENCOURAGED TO BID
END OF INFORMATION AND INSTRUCTIONS TO BIDDERS**

[DOL Web Site](#) ● [Wage and Workplace Issues](#) ● [Wage Rates](#) ● [Building Rates - Stonington](#)

Building Rates - Stonington (effective July 1, 2017)

Classification	Hourly Rate	Benefits
1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings)	\$38.25	27.96
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	\$39.00	28.76
2) Boilermaker	\$38.34	26.01
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	\$33.48	30.61 + a
3b) Tile Setter	\$34.90	24.69
3c) Terrazzo Mechanics and Marble Setters	\$31.69	22.35
3d) Tile, Marble & Terrazzo Finishers	\$26.70	21.02
3e) Plasterer	\$33.48	30.61
-----LABORERS-----		
4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.	\$29.25	19.50
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	\$29.50	19.50

4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	\$29.75	19.50
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the m	\$29.75	19.50
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	\$29.75	19.50
4e) Group 6: Blasters, nuclear and toxic waste removal.	\$31.00	19.50
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	\$30.25	19.50
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	\$28.38	19.50
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	\$27.86	19.50
4i) Group 10: Traffic Control Signalman	\$16.00	19.50
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	\$32.60	25.34
5a) Millwrights	\$33.14	25.74
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	\$39.15	25.17+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	\$50.14	31.585+a+b
----LINE CONSTRUCTION----		
Groundman	\$25.93	6.5% + 8.53
Linemen/Cable Splicer	\$47.14	6.5% + 20.98
8) Glazier (Trade License required: FG-1,2)	\$35.58	20.15 + a
9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	\$35.47	33.39 + a
----OPERATORS----		
Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required)	\$39.30	24.05 + a

Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	\$38.98	24.05 + a
Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive pow	\$38.24	24.05 + a
Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	\$37.85	24.05 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	\$37.26	24.05 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	\$37.26	24.05 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	\$36.95	24.05 + a
Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	\$36.61	24.05 + a
Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	\$36.21	24.05 + a
Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	\$35.78	24.05 + a
Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	\$33.74	24.05 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	\$33.74	24.05 + a
Group 12: Wellpoint operator.	\$33.68	24.05 + a
Group 13: Compressor battery operator.	\$33.10	24.05 + a
Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	\$31.96	24.05 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	\$31.55	24.05 + a
Group 16: Maintenance Engineer/Oiler.	\$30.90	24.05 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	\$35.21	24.05 + a

Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	\$32.79	24.05 + a
-----PAINTERS (Including Drywall Finishing)-----		
10a) Brush and Roller	\$32.02	20.15
10b) Taping Only/Drywall Finishing	\$32.77	20.15
10c) Paperhanger and Red Label	\$32.52	20.15
10e) Blast and Spray	\$35.02	20.15
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	\$41.62	30.36
12) Well Digger, Pile Testing Machine	\$33.01	19.40 + a
13) Roofer (composition)	\$34.92	19.28
14) Roofer (slate & tile)	\$35.42	19.28
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	\$37.18	34.29
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	\$41.62	30.36
-----TRUCK DRIVERS-----		
17a) 2 Axle	\$29.13	22.32 + a
17b) 3 Axle, 2 Axle Ready Mix	\$29.23	22.32 + a
17c) 3 Axle Ready Mix	\$29.28	22.32 + a
17d) 4 Axle, Heavy Duty Trailer up to 40 tons	\$29.33	22.32 + a
17e) 4 Axle Ready Mix	\$29.38	22.32 + a
17f) Heavy Duty Trailer (40 Tons and Over)	\$29.58	22.32 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	\$29.38	22.32 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	\$43.92	15.84 + a
19) Theatrical Stage Journeyman	\$25.76	7.34

Welders: Rate for craft to which welding is incidental.

*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.

**Note: Hazardous waste premium \$3.00 per hour over classified rate.

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson
- 3) Cranes (under 100 ton rated capacity)

- Crane with boom including jib, 150 feet - \$1.50 extra.
- Crane with boom including jib, 200 feet - \$2.50 extra.
- Crane with boom including jib, 250 feet - \$5.00 extra.
- Crane with boom including jib, 300 feet - \$7.00 extra.
- Crane with boom including jib, 400 feet - \$10.00 extra.

~ ~ ~ All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of one apprentice in a specific trade.

~ ~ Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work ~ ~

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ctdol.state.ct.us.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage.

All Persons who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

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SECTION 27 30 00
CATEGORY T1 VOICE COMMUNICATIONS

PART 1 - GENERAL

1.01 SUMMARY

- A. The following Scope of Work shall apply to furnish materials, configure and install equipment/software for a VoIP phone system that are products of manufacturers and providers that have current contracts with the US communities or State of Connecticut Department of Information Technology. The partner must have a support center within a 50-mile radius of the town of Stonington.
1. Avaya Voice over IP Telephone System
 - a. Avaya IP Desk and Wall Handsets
 - b. Avaya Wall Mounts
 - c. Avaya Conference Phones
 - d. Avaya S Series Line Cords
 - e. Avaya IP Office R10 Endpoint Licenses
 - f. Algo SIP Audio Alters
 - g. Avaya IP Office R10 3rd Party Endpoint Licenses
 - h. Upgrade of existing Avaya IP Office to Version R10 or Latest Version at Time of Installation
 - i. Interface of New Avaya System with Existing District Wide Avaya System
 2. Dress out of Patch Panels and Switches in Wire Closets
 3. Interface of the VoIP System to the School's Public Address System
 4. Project Management
 5. Equipment Installation
 6. Programming
 7. System Testing
 8. IT Staff Training
 9. Product Warranties
 10. System Documentation
- B. The contract is for all materials, labor and equipment required for installation. The system shall be complete and finished in all respects, tested and ready for operation. Work shall include calibration of equipment with factory settings, set-up, programming, etc. All materials, equipment and apparatus shall be new and of first class quality.
- C. The contract is to make a complete functioning and ready for operation system. Any materials, configuring and coordinating necessary but not indicated in the documents will be provided by the Vendor without additional expense to the Owner.
- D. The Vendor shall perform daily clean-up of areas of work under this Section and remove all trash from the site daily.
- E. The vendor will need to perform software upgrades to (7) existing IP Offices to the latest release. Upgrades will need to be performed after hours to minimize disruption to the district. The selected vendor will be required to provide training to staff on any new changes including the soft receptionist console the district already owns. Installation for all new hardware and software must be included in the bid. The hardware requiring installation is attached labeled appendix A. The installation of the attached hardware will be performed in (2) phases as these sites are under construction/renovations. The district utilizes redundant Avaya Voicemail Pro on physical servers.

The selected vendor must include services to migrate this to the districts existing VMware environment.

1.02 RELATED DOCUMENTS

- A. Refer to "INFORMATION & INSTRUCTION TO VENDORS" paragraph 8.

1.03 BID PRICE FORM

- A. Bidders shall complete the Bid Price Form in Appendix A: providing unit pricing for all components and labor of the system being bid. The total price shall represent the installed cost of the components and the unit prices shall be used to adjust the overall price for the final configuration.
- B. The Owner may elect to award a contract to other than the lowest bidder if it is considered to be in the best interest of the Owner. After review of all factors, terms and conditions, including price, the purchasing authority of the Town of Stonington reserves the right to reject any and all bids, or any part thereof, or waive defects in same, or accept any proposal deemed to be in the best interest of the Town of Stonington. Under no circumstances will the Owner be responsible for the cost of preparing any bid or proposal.
- C. Pricing for Items purchased as additional to the original quantity will be provided at the lowest price offered within the bid, with no allowance for escalation or other costs.

1.04 BID DELIVERY

- A. Bids are to be submitted in a sealed envelope with Bidder's name written on the outside of the envelope. The envelope should also be marked "Deans Mill School, Project No. 16001.00, State Project No. 137A-0047 RNV/EA, Category T1 Technology Equipment Bid".
- B. Itemized Category Price Form Sheets must be submitted in duplicate.
- C. Bids must be received by 2:00 pm **June 14, 2018** at which time bids will be opened.
- D. Deliver bids to:

Town of Stonington
Mr. James Sullivan, Director of Finance
152 Elm Street
Stonington, CT 06378

1.05 PROJECT CONDITIONS:

- A. The school will be a renovation of existing spaces and a new addition constructed in two phases
 1. There will be two (2) communications rooms – (1) MDF/MCER, (1) IDF/ICER
 2. Backbone Cabling: 12-strand OM3 multi-mode and 6-strand single mode fiber optic cables will be run from the MDF/MCER to the IDF/ICER.
 - a. All fiber duplex patch cables shall be provided under separate contract and turned over to the Construction Manager to be secured for a complete installation.
 - b. All Category 6 patch cables shall be provided under separate contract and turned over to the Construction Manager for use by this Vendor for a complete installation.

3. All copper and fiber distribution cable between Communications Equipment Rooms will be installed under separate contract.
 4. All PoE data switches will be provided by the Owner under separate contract
- B. All required Cat 6 line (station) cords shall be provided under this contract.

1.02 QUALITY ASSURANCE

- A. All components provided shall meet the requirements of the following and all sub-referenced documents:
- The National Electrical Code, Article 800
Underwriters Laboratory
EIA/TIA 568-B
- B. The bidder shall be authorized/certified by the manufacturer to sell, install and configure all of the specified products

1.03 DEFINITIONS

- A. Furnish: The term "furnish" is used to mean, "supply and deliver, ready for unloading, unpacking, assembly, installation, and similar operations."
- B. Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, rigging in place, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations."
- C. Provide: The term "provide" means to "furnish and install, complete and ready for the intended use".
- A. EF = Entrance Facility, the service entry point for telephone and data cables
- B. IDF/ICER = Intermediate Distribution Frame / Intermediate Communications Equipment Room, Distribution point of all voice and data station cabling.
- C. MDF/MCER = Building Main Distribution Frame / Main Communications Equipment Room, the location of the telephone and data equipment. Also known as the ER = Equipment Room.
- D. PoE = Power over Ethernet
- E. Station Cable = The cable which connects the Telecom Outlet to the Communications Equipment Room.
- F. Telecom Outlet = Telecommunications outlet plate which may contain jacks for telephone and data over UTP and audiovisual connectors for audiovisual equipment.
- G. UTP = Unshielded Twisted Pair copper communications cable.
- H. Voice/Data Cable = UTP station cable which is rated EIA/TIA Category 6 for voice/data use.

1.04 SUBMITTAL

- A. Product Data: Submit manufacturer's product data, installation instructions, use limitations and recommendations for each material used. All materials to be used must be approved by the Owner Board of Education and Connecticut BOE.
- B. Authorizations: The vendor must submit, with this bid, proof of any manufacturer's authorizations that may be required to sell, install and configure the specified products.
- C. Warranty Information: The vendor is required to submit, with this bid, specifications describing the standard warranty for all proposed hardware.

1.05 DELIVERY, STORAGE AND HANDLING

- A. All deliveries must be scheduled with the Owner's Project Manager ten to fourteen business days prior to arriving on site for a coordinated date and time. Deliver materials and products in unopened, factory labeled packages. Delivery/Shipping documents indicating quantities and product descriptions must be present at time of acceptance. Any delivery without documentation will not be accepted.
- B. Equipment that will need to be shipped directly to the building site via any courier must be approved and scheduled by the Owner's Project Manager ten to fourteen business days prior to shipping packages.
- C. Store and handle in strict compliance with manufacturer's instructions and recommendations. Protect from all possible damage.
- D. Sequence deliveries to avoid delays, but minimize on-site storage for possible damage and theft.

1.06 WORK RESTRICTIONS

- A. Notify Owner's Project Manager and Owner not less than five business days in advance of proposed interruptions.
- B. Do not proceed with interruptions without Project Manager's and Owner's written permission.

1.07 COORDINATION

- A. Pre-installation Conference: Conduct conference at project site to prior to delivery of any equipment.
 - 1. The installation of all equipment must be coordinated prior to installation with the construction schedule: Coordinate all work with the following entities.
 - a. Owner
 - b. Owner's Project Manager
 - c. Construction Manager
 - d. Other Trades
 - e. Architect
 - f. Engineer

1.08 WARRANTIES

- A. Provide a warranty for the installation of all equipment subsystems and components. The warranty shall state that the equipment and services are free of faulty workmanship and defects, for a minimum period of three (3) years from the date of complete installation and proven functional operation. Within the warranty period, any part or system found to be defective will be repaired or replaced at no cost to the Owner.
- B. Equipment provided by the Vendor under this contract must contain only new factory approved devices that will not void the equipment warranty.

1.09 PROJECT SCHEDULE

- A. Substantial Completion of Phase 1 Construction is June 20, 2018.

Delivery of the VoIP equipment for Phase 1 is no later than July 15, 2018

Completion of the VoIP system for Phase 1 is no later than August 3, 2018.

- B. Substantial Completion of Phase 2 Construction is March 31, 2019

Delivery of the VoIP equipment for Phase 2 is no later than March 31, 2019

Completion of the VoIP system for Phase 2 is no later than April 1, 2019

PART 2 – PRODUCTS

2.01 MANUFACTURER

- A. VoIP products shall be proprietary to Avaya “no substitutions” in order for the VoIP system to be fully compatible with the district’s existing Avaya voice systems.

2.02 VoIP PRODUCTS

- A. The design and components listed are a technology system based on the existing school district’s design standard, no substitutes.
- B. Provide products and all required software and licenses as follows.

Item Code	Part Number	Qty	Description
T1-1	End Node Devices		
T1-1-1	700505424	5	Avaya IP Phone 9608G
T1-1-2	700480643	6	Avaya IP Phone BM12 Side Car
T1-1-3	700512392	74	Avaya J129 SIP Desk Phone
T1-1-4	700504740	2	AVAYA B179 SIP Conference Phone POE only
T1-1-5	Algo 8180	4	Algo SIP Audio Alerter
T1-2	Licenses		
T1-2-1	383110	85	IP Office R10 Avaya IP Endpoint 1 PLDS Lic:CU
T1-2-2	383072	4	IP Office R10 3rd Party IP Endpoint 1 PLDS Lic:

T1-3 Accessories

T1-3-1	700512707	52	J129 Wall Mount Adapter
T1-3-2	7000383326	85	S Series Replacement Line Cord
T1-3-3		4	Cat 6 Data Cable - 1ft

- C. Spare phones and any accessories included in the quantities above will be turned over to the Owner for future use.
- D. The system shall be provided with the most current level of operating software. The Vendor shall provide a full listing of all standard features and functions available in the system along with a description of those features and functions.
- E. Paging interface with the building's Public Address system.
 - 1. Coordinate with owner for the dialing code to access the PA system from any phone. The dialing code should not disrupt the districts extension dialing plan.
 - 2. PA system will be provided by the Owner under separate contract.
- F. Provide training for District BOE-IT technical staff on VoIP system setup/operation and system administration tasks such as changing call routing and making Adds Moves and Changes.
- G.

PART 3 – EXECUTION

3.01 INSTALLATION

A. General:

- 1. Coordinate the exact location of all of the equipment with this specification section and install all equipment as directed by the Owner. The drawings are for reference only and provide information on locations of equipment.

B. Incoming Voice Service:

- 1. Coordinate incoming voice service with the Owner and the Owner's carrier.
- 2. Make all necessary connections to the in-coming voice service line(s).

C. Telephone System:

- 1. Vendor shall deliver, install and make functional all specified Voice over IP equipment as outlined in Section 2 above.
- 2. Vendor shall deliver, configure, and install all specified telephone handsets as directed by BOE IT staff.
- 3. Coordinate with BOE IT staff for voice VLAN's to be setup per the district's standards on the PoE data switches provided by the Owner under separate contract.
- 4. Written documentation must be provided to Owner on the final installation configuration prior to final acceptance of the system. Documentation shall include, but not limited to, the following.
 - a. System and station data base and configuration
 - b. Numbering plans
 - c. Call routing plans
 - d. Autoattendant scripts
 - e. System inventory
 - f. Telco information including all trunks and private lines (RJ21X information)

g. Extension labeling of the Telephones is to be coordinated with Owner.

3.02 CLEANING UP

1. Vendor shall remove all trash from the site daily and thoroughly clean up at the completion of their work.
2. Remove material and equipment from areas of work and storage areas.
3. Upon completion of all work and testing, thoroughly inspect all exposed portions of the installation and completely remove all exposed labels, markings, and foreign material.
4. The interior of all boxes and cabinets shall be left clean; exposed surfaces shall be cleaned and plated surfaces polished.
5. Repair damage to finished surfaces resulting from work under this Section.
6. All equipment shall be clean from dirt, dust, and fingerprints prior to final acceptance.
7. Touch up all damaged pre-finished equipment using materials and methods recommended by the Manufacturer.

3.03 TRAINING

1. The Vendor shall provide a detailed review of all hardware, software, and network configurations to the BOE technical staff to include "as built" schematics, functional descriptions, and all available manufacturers' manuals.
2. The Vendor shall provide training on use of the final system setup. Provide training on the final system configuration. Topics are to include, but not be limited, to the following.
 - a. System and station data base and configuration
 - b. Numbering plans
 - c. Call routing plans
 - d. Auto-attendant scripts
3. Provide a brief overview of the head end system and installation process.
4. Provide a demonstration of end user equipment and features.

3.04 SYSTEM ACCEPTANCE

- A. System acceptance shall be determined by the Owner Board of Education or its designated representatives. The Board of Education IT staff shall not accept the installed systems until:
1. All contracted for hardware is received, installed, configured and made functional.
 2. All contracted for software is installed, configured and made functional.
 3. All documentation required by the specification has been delivered to the Owner.
 4. All outstanding "punch list" items have been corrected by the Vendor.
 5. All training is complete.

3.05 DOCUMENTATION

- A. Vendor shall provide (2) copies of all manuals and two (2) sets of as-built documents, in hard copy and electronic format. As-built documentation shall include location and types of all hardware provided in accordance to the latest architectural and technology drawings.
- B. Document asset tag information: the serial number, make, and model IP address if applicable, and school room. Provide BOE IT department staff with hard and electronic copy of the documentation. Coordinate with Owner for school room numbers.

3.06 PROJECT CLOSEOUT

- A. Provide close-out submittals to include the following at the completion of each Phase.
 - 1. Record Drawings with “as-built” corrections.
 - 2. “As-built” telecommunications Drawings.
 - 3. All Test Reports.
 - 4. Asset Tag Documentation
 - 5. All Warranties.
 - 6. Operation and Maintenance (O&M) Manuals.
 - 7. Copies of all sign-off and signed delivery sheets.
 - 8. Extra Materials.

- B. Provide copies of delivery receipts of materials and/or equipment. Receipts shall specifically detail what was delivered (description, quantity, and specification section) and shall be dated and signed by delivery firm and by an Owner's representative.

- C. Provide copies of all signed training and acceptance documentation.

END OF SECTION

APPENDIX A – BID PRICE FORM

Name of Bidder: _____

Item Code	Manufacturer	Part Number	Qty	Description	Unit Price	Extended Price
T1-1	End Node Devices					
T1-1-1	Avaya	700505424	5	Avaya IP Phone 9608G		\$ -
T1-1-2	Avaya	700480643	6	Avaya IP Phone BM12 Side Car		\$ -
T1-1-3	Avaya	700512392	74	Avaya J129 SIP Desk Phone		\$ -
T1-1-4	Avaya	700504740	2	AVAYA B179 SIP Conference Phone POE only		\$ -
T1-1-5	Algo	Algo 8180	4	Algo SIP Audio Alerter		\$ -
T1-2	Licenses					
T1-2-1	Avaya	383110	85	IP Office R10 Avaya IP Endpoint 1 PLDS Lic:CU		\$ -
T1-2-2		383072	4	IP Office R10 3rd Party IP Endpoint 1 PLDS Lic:		\$ -
T1-3	Accessories					
T1-3-1		700512707	52	J129 Wall Mount Adapter		\$ -
T1-3-2		7000383326	85	S Series Replacement Line Cord		\$ -
T1-3-3			4	Cat 6 Data Cable - 1ft		\$ -

TOTAL:

For the delivery and installation of VOIP Telephone equipment in accordance with the Invitation to Bid, including all supervision, labor, services and equipment necessary for the completion of the work for total noted above.

 Social Security No, Federal ID No. of Vendor

 Name of Vendor

 Vendor Representative

 Vendor Address

 City/State/Zip Code

 Telephone

 Fax

 Email Address

 Date

 Authorized Signature Having Authority to Conduct Business on Behalf of Vendor

**DEANS MILL ELEMENTARY SCHOOL – STATE PROJECT NO. 137-0047 RNV / EA
STONINGTON, CT**

ITEM DATA SHEETS AND DISTRIBUTION

CATEGORY: T1 - VoIP PHONE SYSTEM

ITEM CODE

T1-1-1



Make & Model:

Avaya IP Phone 9608G Desk Phone

Distribution:

PHASE 1

Room No.	Room Name	Qty.
ADMIN	103A	2
ASST PRINCIPAL	109	1
PRINCIPAL'S OFFICE	110	1
NURSE	116	1

PHASE 1 TOTAL 5

Description / Specifications:

IP Telephony

Lines Supported: 8 lines
 Main Features: Integrated Ethernet switch , Multiple VoIP protocol support
 Network Ports Qty: 2 x Ethernet 10Base-T/100Base-TX/1000Base-T
 Network Protocols: HTTP
 Power Over Ethernet Support: Yes
 Voice Codecs: G.711 , G.722 , G.726 , G.729ab
 VoIP: Yes
 VoIP Protocols: H.323 , SIP

Display

Color Support: Monochrome
 Diagonal Size: 3.2 in
 Diagonal Size (metric): 8.1 cm
 Type: LCD display



168 Main Street
 Suite 3
 Northfield, MA 01360
 v. 413.498.5001
 f. 413.498.4386
 www.3si.net

**DEANS MILL
 ELEMENTARY SCHOOL**
 T1 VOICE COMMUNICATIONS
 27.30.00 - 30
 #137-0047 RNV / EA

TOTAL QTY:

5

DATE:

3-Nov-17

SHEET #:

T1-01

CATEGORY: T1 - VoIP PHONE SYSTEM

ITEM CODE

T1-1-2



Make & Model:
Avaya BM12 Side Car

Distribution:

PHASE 1

Room No.	Room Name	Qty.
ADMIN	103A	6

PHASE 1 TOTAL 6

Description / Specifications:

Connects to 9508, 9408, 9608, 9611G and 9641G Phones
12 Dual status LEDs
Edit button
2 Pages of 12 buttons, for 24 total buttons
Maximum of 3 BM12 per phone



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**DEANS MILL
ELEMENTARY SCHOOL**
VOICE COMMUNICATIONS
STONINGTON, CT
2730 00 - 31
#137-0047 RNV / EA

TOTAL QTY:

6

DATE:

3-Nov-17

SHEET #:

T1-02

CATEGORY: T1 - VoIP PHONE SYSTEM

ITEM CODE

T1-1-3



Make & Model:

Avaya J129 SIP Phone

Description / Specifications:

IP Telephony

Main Features: Integrated Ethernet switch , Multiple VoIP protocol support

Power Over Ethernet Yes

Voice Codecs: G.711a , G.711u , G.722 , G.726 , G.729 , G.729a , G.729ab

VoIP Protocols: SIP

Display

Color Support: Monochrome

Display Resolution: 128 x 32 pixels

Type: LCD display

Distribution:

PHASE 1

Room No.	Room Name	Qty.
WAITING	103	2
WORK / MAIL	104	1
CONFERENCE	105	1
EXAM	115	1
CUSTODIAN	118	1
K CLASSROOM	119	1
K CLASSROOM	121	1
K CLASSROOM	123	1
K CLASSROOM	125	1
PK CLASSROOM	127	1
MUSIC	132	1
OT	133	1
PT	134	1
ART	135	1
SPECIAL ED OFFICE	138	1
SPEECH	139	1
MECH / ELEC	140	1
GYM	141	1
OFFICE	144	1
LIBRARY	201	1
STEM	202	1
WORKROOM	204	1
COMPUTER LAB	205	1
GRADE 3-4 CLASSROOM	207	1
GRADE3-4 CLASSROOM	210	1
GRADE3-4 CLASSROOM	211	1
SPEECH	212	1
SPEECH	213	1
GRADE3-4 CLASSROOM	214	1
GRADE3-4 CLASSROOM	215	1
TITLE 1	216	1
SPECIAL ED. OFFICE	219	1
GRADE 5 CLASSROOM	220	1
GRADE 5 CLASSROOM	221	1
SPECIAL ED. OFFICE	222	1
COMP. TECH / MDF	226	1
STOR.	227	1
GRADE 5 CLASSROOM	228	1

Room No.	Room Name	Qty.
SPECIAL ED. OFFICE	229	2
GRADE 5 CLASSROOM	230	1
STOR.	232	1
PHASE 1 TOTAL		43

PHASE 2

Room No.	Room Name	Qty.
WORKROOM	153	1
BEHAVIOR CLASSROOM	155	1
SPECIAL ED. CONF.	156	1
SPECIAL ED. CLASSROOM	157	1
GRADE 1-2 CLASSROOM	158	1
GRADE 1-2 CLASSROOM	159	1
TEACHER'S BREAK ROOM	166	1
CAFETERIA	167	1
OFFICE	171	1
KITCHEN	175	1
READING	177	1
READING	178	1
CONFERENCE ROOM	180	1
PSYCH OFFICE	182	1
SPECIAL ED OFFICE	183	1
GRADE 1-2 CLASSROOM	184	1
GRADE 1-2 CLASSROOM	185	1
GRADE 1-2 CLASSROOM	186	1
SPECIAL ED. OFFICE	240	1
GRADE 3-4 CLASSROOM	241	1
GRADE 3-4 CLASSROOM	242	1
GRADE 3-4 CLASSROOM	243	1
GRADE 3-4 CLASSROOM	244	1
IDF	245	1
WORKROOM	247	1
GRADE 2 CLASSROOM	249	1
GRADE 2 CLASSROOM	250	1
GRADE 2 CLASSROOM	251	1
GRADE 2 CLASSROOM	252	1
ELEC. CL.	253	1
PSY THRPY	258	1
PHASE 2 TOTAL		31



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**DEANS MILL
ELEMENTARY SCHOOL**
T1 VOICE COMMUNICATIONS
STONINGTON, CT
27500-52
#137-0047 RNV / EA

TOTAL QTY:

74

DATE:

3-Nov-17

SHEET #:

T1-03

CATEGORY: T1 - VoIP PHONE SYSTEM

ITEM CODE

T1-3-1



Make & Model:
Avaya J129 Wall Kit

Distribution:

PHASE 1

Room No.	Room Name	Qty.
WORK / MAIL	104	1
CONFERENCE ROOM	105	1
EXAM	115	1
K CLASSROOM	119	1
K CLASSROOM	121	1
K CLASSROOM	123	1
K CLASSROOM	125	1
PK CLASSROOM	127	1
MUSIC	132	1
OT	133	1
PT	134	1
ART	135	1
MECH / ELEC	140	1
GYM	141	1
LIBRARY	201	1
STEM	202	1
WORKROOM	204	1
COMPUTER LAB	205	1
GRADE 3-4 CLASSROOM	207	1
GRADE3-4 CLASSROOM	210	1
GRADE3-4 CLASSROOM	211	1
GRADE3-4 CLASSROOM	214	1
GRADE3-4 CLASSROOM	215	1
GRADE 5 CLASSROOM	220	1
GRADE 5 CLASSROOM	221	1
COMP. TECH / MDF	226	1
STOR.	227	1
GRADE 5 CLASSROOM	228	1
GRADE 5 CLASSROOM	230	1

PHASE 1 TOTAL 29

PHASE 2

Room No.	Room Name	Qty.
WORKROOM	153	1
BEHAVIOR CLASSROOM	155	1
SPECIAL ED. CLASSROOM	157	1
GRADE 1-2 CLASSROOM	158	1
GRADE 1-2 CLASSROOM	159	1
TEACHER'S BREAK ROOM	166	1
CAFETERIA	167	1
KITCHEN	175	1
GRADE 1-2 CLASSROOM	184	1
GRADE 1-2 CLASSROOM	185	1
GRADE 1-2 CLASSROOM	186	1
SPECIAL ED. OFFICE	240	1
GRADE 3-4 CLASSROOM	241	1
GRADE 3-4 CLASSROOM	242	1
GRADE 3-4 CLASSROOM	243	1
GRADE 3-4 CLASSROOM	244	1
IDF	245	1
WORKROOM	247	1
GRADE 2 CLASSROOM	249	1
GRADE 2 CLASSROOM	250	1
GRADE 2 CLASSROOM	251	1
GRADE 2 CLASSROOM	252	1
ELEC. CL.	253	1

PHASE 2 TOTAL 23



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DEANS MILL
T1 VOICE COMMUNICATIONS
ELEMENTARY SCHOOL
27-30 00 - 33
STONINGTON, CT
#137-0047 RNV / EA

TOTAL QTY:

52

DATE:

3-Nov-17

SHEET #:

T1-04

CATEGORY: T1 - VoIP PHONE SYSTEM

ITEM CODE

T1-1-4



Make & Model:
Avaya B179 SIP Desk Conference Phone

Distribution:

PHASE 1

Room No.	Room Name	Qty.
CONFERENCE ROOM	105	1

PHASE 2

Room No.	Room Name	Qty.
CONFERENCE ROOM	180	1

PAHSE 1 TOTAL 1

PAHSE 2 TOTAL 1

Description / Specifications:

IP Telephony

- IP Address Assignment: DHCP , Static
- Main Features: Multiple VoIP protocol support
- Network Features: Lightweight Directory Access Protocol (LDAP) , Network Address Translation (NAT)
- Network Ports Qty: 1 x Ethernet 10Base-T/100Base-TX
- Network Protocols: HTTP , HT HTTP , HTTPS , SRTP , TCP , UDP
- Power Over Ethernet Support: Yes
- Quality of Service: Differentiated Services (DiffServ) , IEEE 802.1p , IEEE 802.1Q (VLAN)
- Security: IEEE 802.1X
- Voice Codecs: G.711a , G.711u , G.722 , G.729ab
- VoIP: Yes
- VoIP Protocols: SIP v2 , SRTP

Telephone

- Conference Call Capability: 5-way
- Dialer Type: Keypad
- Type: Conference VoIP phone

Display

- Backlit: Yes
- Color Support: Monochrome
- Display Resolution: 128 x 64 pixels
- Type: LCD display

Dimensions & Weight (Base)

- Depth: 24 cm
- Height: 7.7 cm
- Weight: 997 g
- Width: 24 cm



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DEANS MILL
T1 VOICE COMMUNICATIONS
ELEMENTARY SCHOOL
27-30 00 - 34
STONINGTON, CT
#137-0047 RNV / EA

TOTAL QTY:

2

DATE:

3-Nov-17

SHEET #:

T1-05

TOWN OF STONINGTON, CONNECTICUT

INVITATION TO BID ST&E
DEANS MILL SCHOOL
ITB: #2018-006

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.

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

TOWN OF STONINGTON, CONNECTICUT

**INVITATION TO BID ST&E
DEANS MILL SCHOOL**

ITB: #2018-006

PROPOSER’S NON-COLLUSION AFFIDAVIT FORM

PROPOSAL FOR:

The undersigned proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the proposal is genuine; it is not a collusive or sham proposal;
- (2) the proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) the proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal; and
- (4) no elected or appointed official or other officer or employee of the Town of Stonington is directly or indirectly interested in the proposer’s proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned proposer further certifies that this affidavit is executed for the purpose of inducing the Town of Stonington to consider its proposal and make an award in accordance therewith.

Legal Name of Proposer

(signature)
Proposer’s Representative, Duly Authorized

Name of Proposer’s Authorized Representative

Title of Proposer’s Authorized Representative

Date

Subscribed and sworn to before me this _____ day of _____, 2017.

Notary Public
My Commission Expires:

END OF NON-COLLUSION AFFIDAVIT FORM

TOWN OF STONINGTON, CONNECTICUT

INVITATION TO BID ST&E
DEANS MILL SCHOOL

ITB: #2018-006

PROPOSER'S STATEMENT OF REFERENCES FORM

Provide at least three (3) references:

| BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

| BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

| BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

END OF STATEMENT OF REFERENCES FORM

TOWN OF STONINGTON, CONNECTICUT

INVITATION TO BID ST&E
DEANS MILL SCHOOL

ITB: #2018-006

REQUIRED DISCLOSURES

1. Exceptions to/Clarifications of/Modifications of the INVITATION TO BID

_____ This proposal does not take exception to or seek to clarify or modify any requirement of the INVITATION TO BID, including but not only any of the Contract Terms set forth in the Standard Instructions to Proposers. **The proposer agrees to each and every requirement, term, provision and condition of this INVITATION TO BID.**

OR

_____ This proposal takes exception(s) to and/or seeks to clarify or modify certain of the INVITATION TO BID requirements, including but not only the following Contract Terms set forth in the Standard Instructions to Proposers. **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.

7. Federal Debarment List

Is the proposer on the Federal Government’s Debarment List?

_____ Yes
_____ No

END OF REQUIRED DISCLOSURES FORM

TOWN OF STONINGTON, CONNECTICUT

**INVITATION TO BID ST&E
DEANS MILL SCHOOL**

ITB: #2018-006

AFFIRMATIVE ACTION/EEO AFFIDAVIT

Concerning Equal Employment Opportunities and/or Affirmative Action Policy I/we, the respondent, certify to the TOWN OF STONINGTON that:

1. I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, <http://www.cslib.org/exeorder3.htm>).
2. I/we do not maintain segregated facilities.
3. I/we have filed all required employer's information reports.
4. I/we have developed and maintain written affirmative action programs.
5. I/we list job openings with federal and state employment services.
6. I/we attempt to employ and advance in employment qualified handicapped individuals.
7. I/we are in compliance with the Americans with Disabilities Act.
8. I/we (check one)
 have an Affirmative Action Program, or
 employ 10 people or fewer

Legal Name of Bidder: _____

Business Name: _____

Business Address: _____

Signature and Title of Person: _____

Subscribed and sworn to me _____

This ____ day of April, 2017

Notary Public

My Commission Expires _____
date

END OF AFFIDAVIT FORM

TOWN OF STONINGTON, CONNECTICUT

**INVITATION TO BID ST&E
DEANS MILL SCHOOL**

ITB: #2018-006

PROPOSAL FORM

BIDDER

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

E-mail: _____

Contact Person: _____ Title: _____

We submit for your consideration our INVITATION TO BID:

We have read the INVITATION TO BID documents and are submitting our bid in full compliance with all terms and conditions except as noted below under "Exceptions."

END OF PROPOSAL FORM

**TOWN OF STONINGTON, CONNECTICUT
 INVITATION TO BID ST&E
 DEANS MILL SCHOOL
 ITB: #2018-006**

INSURANCE REQUIREMENTS

The Successful Proposer shall agree to maintain in force at all times during which services are to be performed the following coverages placed with company(ies) licensed by the State of Connecticut that have at least an "A-" VIII policyholders rating according to Best Publication's latest edition Key Rating Guide.

		(Minimum Limits)
General Liability*	Each Occurrence	\$1,000,000
	General Aggregate	\$3,000,000
	Products/Completed Operations Aggregate	\$3,000,000
	Personal and ADV Injury	\$1,000,000
	Damage to Rented Premises	\$ 300,000
	Medical Expense (anyone person)	\$ 10,000
Auto Liability*	Combined Single Limit	
	Each Accident	\$1,000,000
Professional Liability	Each Claim or Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Umbrella* (Excess Liability)	Each Occurrence	\$5,000,000
	Aggregate	\$5,000,000

* "Town of Stonington shall be named as "Additional Insured" Coverage is to be provided on a primary, noncontributory basis.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Workers' Compensation and Employers' Liability	WC Statutory	
	Limits EL Each	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

Original, completed Certificates of Insurance must be presented to the Town prior to contract issuance. The Successful Proposer agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of any policy. Should any of the above described policies be cancelled before the expiration date, written notice must be given to the Town 30 days prior to cancellation.

INSURANCE REQUIREMENTS FOR SUBCONTRACTORS

The Contractor shall ensure that all tiers of their subcontractors shall procure and maintain insurance in like form and amounts including the Additional Insured requirements, as set forth above. Copies of the certificates of insurance must be provided to the Town prior to the subcontractor entering the jobsite.

AIA[®] Document A151[™] – 2007

Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings and Equipment where the Basis of Payment is a Stipulated Sum

AGREEMENT made as of the day of in the year 2017
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other informati

Town of Stonington

49 N. Stonington Road

PO Box 479, Old Mystic, CT 06372

and the Vendor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

Deans Mill Elementary School

35 Deans Mill Road

Stonington, CT 06378

The Architect:
(Name, legal status, address and other information)

Drummey Rosane Anderson
225 Oakland Road, Studio 205
South Windsor, CT 06074

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A251-2007, General Conditions of the Contract for Furniture, Furnishings and Equipment, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Vendor agree as follows.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 DATE OF COMMENCEMENT AND COMPLETION**
- 3 CONTRACT SUM**
- 4 PAYMENTS**
- 5 ENUMERATION OF CONTRACT DOCUMENTS**
- 6 MISCELLANEOUS PROVISIONS**

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Vendor shall fully execute the Work described in the Contract Documents.

§ 1.2 The Contract Documents consist of this Agreement, conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior and subsequent negotiations, representations or agreements, either written or oral, unless the procedure for a change in terms is followed as described in Section 1.3. An enumeration of the Contract Documents, other than Modifications, appears in Article 5.

§ 1.3 A change in terms to this Agreement shall become valid only by means of a Modification signed by both the Owner and Vendor.

ARTICLE 2 DATE OF COMMENCEMENT AND COMPLETION

§ 2.1 The date of commencement of the Work shall be the date of this Agreement, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

§ 2.2 The Vendor shall complete the Work not later than the following date:

(Insert a calendar date. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier completion of certain portions of the Work.)

Portion of Work

Substantial Completion date

ARTICLE 3 CONTRACT SUM

The Owner shall pay the Vendor the Contract Sum in current funds, including all applicable taxes, for the Vendor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

ARTICLE 4 PAYMENTS

§ 4.1 PAYMENT TERMS

The Owner shall make payments to the Vendor in conformance with the following payment terms:

(Insert payment terms, including net days from approval of application for payment and criteria for deposits, discounts, progress payments, special orders, changes, cancellations and restocking, and final payment.)

§ 4.2 PROGRESS PAYMENTS

§ 4.2.1 Based upon applications for payment submitted to the Owner by the Vendor, the Owner shall make progress payments on account of the Contract Sum to the Vendor as provided below and elsewhere in the Contract Documents.

§ 4.2.2 Each application for payment shall be based on the payment terms as described in Section 4.1.1 and shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require.

ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS

§ 5.1 The Contract Documents, except for Modifications issued after execution of this Agreement, include this Agreement and the following other documents listed in Sections 5.2 through 5.6.

§ 5.2 The General Conditions are AIA Document A251™–2007, *General Conditions of the Contract for Furniture, Furnishings and Equipment*.

§ 5.3 The Supplementary Conditions, other Conditions of the Contract and Specifications are dated , and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement. If a project manual is not used, indicate here.)

Section	Title	Pages
---------	-------	-------

§ 5.4 The Drawings are enumerated as follows:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

§ 5.5 Addenda, if any, are enumerated as follows:
(Either list the Addenda here or refer to an exhibit attached to this Agreement.)

Number	Date	Pages
--------	------	-------

§ 5.6 Other Contract Documents are as follows:
(List only those portions of furniture, furnishings and equipment quotations or orders that are to be included in the Contract Documents.)

ARTICLE 6 MISCELLANEOUS PROVISIONS

§ 6.1 The Vendor shall make no payment to persons employed by the Owner or consultants for the Owner, with regard to this Agreement, without disclosure and written approval of the Owner.

§ 6.2 The terms and provisions contained in the documents enumerated in Sections 5.2 through 5.5 shall take precedence over conflicting terms and provisions contained in documents enumerated in Section 5.6.

§ 6.3 The Vendor shall purchase and maintain insurance as set forth under Article 13 of A251–2007.
(List any required limits for insurance.)

Int.

Type of insurance

Limit of liability (\$0.00)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

VENDOR (Signature)

(Printed name and title)

(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A151™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:09:04 on 09/28/2017.

PAGE 1

AGREEMENT made as of the day of in the year 2017

...

(Name, legal status, address and other ~~information~~)informati

...

Town of Stonington

49 N. Stonington Road

PO Box 479, Old Mystic, CT 06372

...

Deans Mill Elementary School

35 Deans Mill Road

Stonington, CT 06378

...

Drummey Rosane Anderson

225 Oakland Road, Studio 205

South Windsor, CT 06074

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:09:04 on 09/28/2017 under Order No. 9175417048 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A151™ - 2007, Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings and Equipment where the Basis of Payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA® Document A251™ – 2007

General Conditions of the Contract for Furniture, Furnishings and Equipment

for the following PROJECT:

(Name, location, and brief description)

Deans Mill Elementary School
35 Deans Mill Road
Stonington, CT 06378

THE OWNER:

(Name, legal status, address and other information)

Town of Stonington
49 N. Stonington Road
PO Box 479, Old Mystic, CT 06372

THE ARCHITECT:

(Name, legal status, address and other information)

Drummey Rosane Anderson
225 Oakland Road, Studio 205
South Windsor, CT 06074

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

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- 5 DELIVERY AND INSTALLATION
- 6 ACCEPTANCE
- 7 WARRANTIES
- 8 PAYMENT
- 9 ARCHITECT
- 10 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS

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(3B9ADA34)

11 TIME

12 PROTECTION OF PERSONS AND PROPERTY

13 INSURANCE

14 MISCELLANEOUS PROVISIONS

15 CLAIMS AND DISPUTES

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Vendor (hereinafter the Agreement), and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as the request for quotation or the Vendor's quotation.

§ 1.1.2 Modification. A Modification is (1) a written amendment to the Contract signed by both parties or (2) a written order for a minor change in the Work issued by the Architect.

§ 1.1.3 The Contract. The Contract Documents form the Contract for Furniture, Furnishings and Equipment. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Vendor; (2) between the Owner and a sub-vendor; (3) between the Owner and the Architect or the Architect's consultants; or (4) between any persons or entities other than the Owner and the Vendor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.4 The Work. The term "Work" means the fabrication, shipping, warehousing, delivery, installation and all other labor, materials and activities required of the Vendor. The Work may constitute the whole or a part of the Project with regard to the furniture, furnishings and equipment required by the Contract Documents.

§ 1.1.5 The Project. The Project is the total construction and installation of which the Work performed under the Contract may be the whole or a part. Other vendors and contractors under separate agreements with the Owner may concurrently perform construction or other activities for the Project.

§ 1.1.6 The Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.7 The Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for furniture, furnishings, equipment, systems, quality and workmanship standards for the Work.

§ 1.1.8 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Vendor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Vendor shall be required only to the extent

consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Unless otherwise stated in the Contract Documents, words that have well-known technical or furniture, furnishings and equipment industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.3 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Sections in the document or (3) the titles of other documents published by the American Institute of Architects.

§ 1.3 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.3.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Vendor, sub-vendors and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.3.2 The Vendor, sub-vendors and suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Vendor, sub-vendors and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.4 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 9.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Unless otherwise provided in the Contract Documents, the Owner shall provide

- .1 areas of the Project premises that the Vendor may utilize in the performance of the Work;
- .2 access to the premises for the Vendor at reasonable times;
- .3 suitable space for receipt, inspection, acceptance and staging of materials, furniture, furnishings and equipment;
- .4 temporary utilities and facilities on the premises and vertical transportation necessary for progress and execution of the Work; and
- .5 security normal for the Project premises.

§ 2.2.2 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall furnish any other information or services under the Owner's control and relevant to the Vendor's performance of the Work with reasonable promptness after receiving the Vendor's written request for such information or services.

ARTICLE 3 VENDOR

§ 3.1 GENERAL

§ 3.1.1 The Vendor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Vendor" means the Vendor or the Vendor's authorized representative.

§ 3.1.2 The Vendor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Vendor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract or by tests, inspections or approvals required or performed by persons or entities other than the Vendor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND INSPECTION OF PROJECT PREMISES BY VENDOR

§ 3.2.1 Execution of the Contract by the Vendor is a representation that the Vendor has visited the Project premises or, if the Project premises have not yet been constructed, has reviewed the documents pertaining thereto; has become familiar with local conditions under which the Work is to be performed and information relative to access to and use of the Project premises, as provided by the Owner under Section 2.2; and has correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Vendor shall, before starting each portion of the Work, (1) carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.1; (2) take field measurements of any existing conditions related to that portion of the Work; and (3) observe any conditions of the access route or on the Project premises affecting the Work. These obligations are for the purpose of facilitating delivery and installation by the Vendor and are not for the purpose of discovering errors, omissions or inconsistencies in the Contract Documents; however, the Vendor shall report promptly to the Architect any errors, inconsistencies or omissions discovered or made known to the Vendor as a request for information in such form as the Architect may require. It is recognized that the Vendor's review of the Contract Documents is made in the Vendor's capacity as a Vendor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Vendor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Vendor shall report promptly to the Architect any nonconformity discovered by or made known to the Vendor as a request for information in such form as the Architect may require.

§ 3.2.4 In addition to the Vendor's representations under Section 3.2.1, the Vendor shall, prior to shipment, delivery and installation, visit and inspect the Project premises in order to confirm the conditions under which the Work is to be performed; verify the stage of completion of the premises and the Project; determine availability of facilities for access, delivery, transportation and staging area; determine the physical and environmental restrictions imposed by the Owner and the condition of the premises and separate vendors; and correlate these observations with the requirements of the Contract Documents. The Vendor shall promptly report to the Owner conditions observed during such inspection or thereafter that would impede the Vendor's performance of the Work.

§ 3.2.5 If the Vendor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Vendor's notices or requests for information pursuant to Sections 3.2.2, 3.2.3 and 3.2.4, the Vendor shall make Claims as provided in Article 15. If the Vendor fails to perform the obligations of Sections 3.2.2, 3.2.3, or 3.2.4, the Vendor shall pay such costs and damages to the Owner as would have been avoided if the Vendor had performed such obligations.

§ 3.3 SUPERVISION OF THE WORK

§ 3.3.1 The Vendor shall supervise and direct the Work, using the Vendor's best skill and attention. The Vendor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of fabrication, shipment, delivery and installation, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 3.3.2 The Vendor shall be responsible to the Owner for acts and omissions of the Vendor's employees, sub-vendors and their agents and employees, and other persons or entities performing or providing portions of the Work to, for or on behalf of, the Vendor or any of its sub-vendors.

§ 3.3.3 The Vendor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition for subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Vendor shall provide and pay for labor, materials, furniture, furnishings and equipment, tools, installation equipment and machinery, delivery, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work.

§ 3.4.2 The Vendor shall not make substitutions until after evaluation by the Architect and approval by the Owner.

§ 3.4.3 The Vendor shall enforce strict discipline and good order among the Vendor's employees and other persons carrying out the Work. The Vendor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 TAXES

The Vendor shall pay all required sales, consumer, use and similar taxes for the Work provided by the Vendor.

§ 3.6 PERMITS, FEES NOTICES, AND COMPLIANCE WITH LAWS

§ 3.6.1 Unless otherwise provided in the Contract Documents, the Vendor shall secure and pay for permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required as of that date.

§ 3.6.2 The Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.6.3 If the Vendor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Vendor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7 SUPERINTENDENT

The Vendor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project premises during performance of the Work. The superintendent shall represent the Vendor, and communications given to the superintendent shall be as binding as if given to the Vendor.

§ 3.8 VENDOR'S SCHEDULES

§ 3.8.1 The Vendor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Vendor's progress schedule for the Work. The schedule shall not exceed time limits established in the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and the Project, shall be related to the Project and related Work to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.8.2 The Vendor's progress schedule shall indicate dates for commencement and completion of phases of the Work, within the Contract Time, including dates for order placement, fabrication, shipping, delivery and installation. The schedule shall indicate other critical dates, such as deadlines for approval of submittals of colors, finishes, fabrics and other materials. The Vendor shall obtain and submit for the Owner's and the Architect's information written confirmation from sub-vendors of dates of fabrication and delivery.

§ 3.8.3 The Vendor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall 1) be coordinated with the Vendor's progress schedule, and 2) allow the Architect reasonable time to review submittals. If the Vendor

fails to submit a submittal schedule, the Vendor shall not be entitled to any increase in Contract Sum or extension of contract completion time based on the time required for review of submittals.

§ 3.8.4 The Vendor shall perform the Work in accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.8.5 The Vendor shall cooperate with the Owner and Architect in coordinating the Vendor's progress schedule with those of separate Vendors and with the requirements of the Owner and Architect. The Vendor shall cooperate in determining mutually acceptable dates and times for delivery, installation and inspection of the Work, and use of services and facilities provided to the Vendor, all to be confirmed in writing within a reasonable time in advance of such dates and times.

§ 3.9 DOCUMENTS FOR THE OWNER'S RECORDS

The Vendor shall maintain for the Owner one copy of the Drawings, Specifications, Addenda and other Modifications, in good order and marked currently to indicate field changes and selections made during performance of the Work, and one copy of approved Shop Drawings, Product Data and similar required submittals. These shall be available to the Architect and shall be delivered to the Owner upon completion of the Work as a record of the Work installed.

§ 3.10 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.10.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Vendor or a sub-vendor to illustrate some portion of the Work.

§ 3.10.2 Product Data are manufacturer's illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Vendor to illustrate materials or equipment for some portion of the Work.

§ 3.10.3 Shop Drawings, Product Data and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Vendor proposes to conform to the information given and the design concept expressed in the Contract Documents. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. The Architect may return without action submittals that are not required by the Contract Documents.

§ 3.10.4 The Vendor shall review for compliance with the Contract Documents, and approve and submit to the Architect, Shop Drawings, Product Data and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submitted schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate vendors.

§ 3.10.5 By submitting Shop Drawings, Product Data and similar submittals, the Vendor represents to the Owner and Architect that the Vendor has (1) reviewed and approved them, and (2) determined and verified materials, field measurements and field installation criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.10.6 The Vendor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data or similar submittals until the respective submittal has been approved by the Architect.

§ 3.10.7 The Work shall be in accordance with approved submittals, except that the Vendor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data or similar submittals unless the Vendor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work or (2) a Modification to the Contract has been approved authorizing the deviation. The Vendor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data or similar submittals by the Architect's approval.

§ 3.10.8 The Vendor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.10.9 Samples, once approved, constitute an express warranty that the goods will conform to the sample.

§ 3.10.10 When professional certification of performance criteria for furniture, furnishings and equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such certifications.

§ 3.11 CLEANING UP

§ 3.11.1 The Vendor shall keep the premises and surrounding area free from accumulation of waste materials and other debris created by operations under the Contract. At completion of the Work, the Vendor shall remove waste materials and other debris created by the Vendor's activities, the Vendor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.11.2 If the Vendor fails to clean up as provided in the Contract Documents, the Owner may do so, and the Owner shall be entitled to reimbursement from the Vendor for the cost thereof.

§ 3.12 INDEMNIFICATION

§ 3.12.1 To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Vendor, a sub-vendor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.12.

§ 3.12.2 In claims against any person or entity indemnified under this Section 3.12 by an employee of the Vendor, a sub-vendor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.12.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Vendor or a sub-vendor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 TITLE AND RISK OF LOSS

§ 4.1 Title to all furniture, furnishings and equipment shall be transferred to the Owner upon acceptance by the Owner pursuant to Section 6.2 or upon payment in full to the Vendor, whichever occurs first.

§ 4.2 The risk of loss, with respect to all furniture, furnishings and equipment provided by the Vendor, shall remain on the Vendor until acceptance by the Owner pursuant to Section 6.2 of the furniture, furnishings and equipment, or designated portion thereof.

§ 4.3 The Owner shall be under no obligation to insure furniture, furnishings or equipment that does not conform to the Contract Documents or that the Owner has rejected. Under such circumstances, the risk of loss shall remain with the Vendor.

ARTICLE 5 DELIVERY AND INSTALLATION

§ 5.1 The Vendor shall make delivery of all furniture, furnishings and equipment in accordance with the Vendor's progress schedule or at a time agreed upon by the Owner and Architect.

§ 5.2 The Vendor shall become fully informed of the conditions relating to delivery, installation and labor under which the Vendor's Work will be performed. The Vendor shall employ the labor, and means and methods of carrying out the Vendor's Work as the conditions require.

§ 5.3 Delivery and installation of all furniture, furnishings and equipment shall be made to the location of the Project, as specified in the Contract Documents. Installation of furniture, furnishings and equipment shall include testing as required by the Contract Documents.

§ 5.4 The Vendor shall consult with the Owner to identify a route to be used within the Project premises from the point of initial delivery at the Project premises to the place of final placement or installation. After its selection, the route shall be made available to the Vendor for delivery of furniture, furnishings and equipment as provided in Section 5.1 and Section 5.2.

§ 5.5 The Vendor shall, within a reasonable time prior to delivery, provide the Owner with schedules for access and arrange for the use of elevators and unloading facilities.

§ 5.6 When the Vendor considers installation of all or a designated portion of the furniture, furnishings or equipment required by the Contract Documents to be complete, the Vendor shall advise the Owner and Architect in writing.

ARTICLE 6 ACCEPTANCE

§ 6.1 Prior to the tender of delivery by the Vendor, the Owner may conduct a preliminary inspection of the furniture, furnishings and equipment upon delivery for the purpose of verifying the delivery of such furniture, furnishings or equipment, including quantities. Such preliminary inspections shall not constitute acceptance of, taking charge over or control of such furniture, furnishings or equipment. Any defects, damage, deficiencies or nonconformity discovered by the Owner shall be reported to the Vendor.

§ 6.2 Upon completion of installation pursuant to Section 5.6, the Owner, with the assistance of the Architect, shall conduct an acceptance inspection. If the Owner determines that the furniture, furnishings and equipment comply with the requirements of the Contract Documents, the Owner shall notify the Vendor that the furniture, furnishings and equipment have been accepted. If the Owner determines that all or any portion of the furniture, furnishings or equipment do not conform to the requirements of the Contract Documents, the Owner shall reject such nonconforming portion by notifying the Vendor in writing of such rejection.

§ 6.3 If the Owner rejects all or any portion of the delivery, the Owner shall notify the Vendor within a reasonable time, which shall not be more than 30 days after the date of the inspection performed pursuant to Section 6.2. The notice shall include the specific basis for the Owner's rejection.

§ 6.4 If the Owner rejects all or any portion of the delivery, the Owner shall hold the rejected portion for a reasonable time to permit the Vendor to remove it from the Project premises.

§ 6.5 Upon rejection by the Owner, the Vendor shall have 30 days to provide acceptable evidence of arrangements to remedy the basis for rejection. If the Vendor remedies the basis for rejection, the Vendor shall notify the Owner in writing. The Owner shall have an additional period of time to conduct an acceptance inspection of the previously rejected furniture, furnishings or equipment. If the Owner agrees to accept the furniture, furnishings or equipment, the Owner shall so notify the Vendor in writing. If the Owner rejects the tender of such furniture, furnishings or equipment, the Owner shall notify the Vendor within a reasonable time, which shall not be more than 30 days. Such notice shall include the specific basis for rejection. Upon rejection, the Vendor shall remove the rejected furniture, furnishings or equipment from the Project premises.

§ 6.6 If furniture, furnishings or equipment that have been previously accepted are found not to comply with the requirements of the Contract Documents, the Owner shall be entitled to revoke acceptance so long as the Vendor does not suffer actual prejudice by virtue of the Owner's prior acceptance of such furniture, furnishings or equipment. Such revocation of acceptance shall be made by giving prompt notice to the Vendor. In such event, the Vendor shall proceed in accordance with Section 6.5.

§ 6.7 The provisions of this Article 6 do not preclude recovery of damages as provided by law.

ARTICLE 7 WARRANTIES

§ 7.1 The Vendor expressly warrants to the Owner and Architect that the Work complies with the requirements of the Contract Documents. The Vendor further warrants that the Owner shall receive the benefit of standard manufacturer's warranties and guarantees applicable to the Work.

§ 7.2 The Vendor provides to the Owner and Architect all warranties relating to the furniture, furnishings and equipment implied by law, including but not limited to the warranty of merchantability.

§ 7.3 The Vendor acknowledges that no exclusion of or limitation on warranties contained in any proposal, product literature or other submittal shall affect the warranties provided pursuant to Sections 7.1 and 7.2.

ARTICLE 8 PAYMENT

§ 8.1 Before the first application for payment, the Vendor shall submit to the Owner a quotation schedule showing the values allocated to each quotation for portions of the Work. The Vendor's quotation schedule shall be accompanied by a certified statement from the Vendor prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, when approved by the Owner, shall be submitted with each application for payment and shall be used as a basis for reviewing the Vendor's applications for payment.

§ 8.2 When payment is due pursuant to the payment terms of the Agreement, the Vendor shall submit to the Owner an itemized application for payment. Such application shall be notarized, if required by the Contract Documents, and supported by such data substantiating the Vendor's right to payment as the Owner may require, such as copies of bills of lading or requisitions from sub-vendors and equipment suppliers.

ARTICLE 9 ARCHITECT

§ 9.1 GENERAL

The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 9.2 ADMINISTRATION OF THE CONTRACT

§ 9.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during performance of the Work until final payment is due. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 9.2.2 The Architect will assist the Owner in coordinating schedules for fabrication, delivery and installation of the Work, but will not be responsible for failure of the Vendor or a sub-vendor to meet schedules for completion or to perform their respective duties and responsibilities in conformance with such schedules.

§ 9.2.3 The Architect will visit the Project premises at intervals appropriate to the stage of the Vendor's operations, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed; and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous inspections at the Project premises to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the means, methods, techniques, and sequences or procedures of fabrication, shipment, delivery or installation, or for the safety precautions and programs in connection with the Work, since these are solely the Vendor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 9.2.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Vendor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall not have control over, charge of, or responsibility for acts or omissions of the Vendor, sub-vendors, their agents or employees, or any other persons or entities performing portions of the Work.

§ 9.2.5 The Architect has authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the completion time, and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Vendor. The Vendor shall carry out such written orders promptly.

§ 9.2.6 Unless otherwise provided, the Architect's authority shall not extend to the receipt, inspection or acceptance on behalf of the Owner of furniture, furnishings and equipment at the time of their delivery to the Project premises and subsequent installation. The Architect is not authorized to reject nonconforming Work, stop the Work or terminate the Contract.

§ 9.2.7 The Architect may recommend to the Owner rejection of Work that does not conform to the Contract Documents. A recommendation by the Architect made in good faith shall not give rise to a duty or responsibility of the Architect to the Owner, Vendor, sub-vendors, their agents or employees, or other persons or entities performing portions of the Work.

ARTICLE 10 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS

§ 10.1 OWNER'S RIGHT TO PERFORM RELATED ACTIVITIES AND TO AWARD SEPARATE CONTRACTS

§ 10.1.1 The Owner reserves the right to perform activities related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other activities at the Project premises. If the Vendor claims that such action by the Owner involves delay or additional cost, the Vendor shall make such Claim as provided in Article 15.

§ 10.1.2 When separate contracts are awarded for different portions of the Project or other activities at the Project premises, the term "Vendor" in the Contract Documents in each case shall mean the vendor who executes each separate Owner-Vendor Agreement.

§ 10.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate vendor with the Work of the Vendor, who shall cooperate with them. The Vendor shall participate with other separate vendors and the Owner in reviewing their progress schedules. The Vendor shall make any revisions to the progress schedule deemed necessary after a joint review and mutual agreement. The progress schedules shall then constitute the schedules to be used by the Vendor, separate vendors and the Owner until subsequently revised.

§ 10.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs activities related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Vendor under the Contract, including, without excluding others, those stated in this Article 10, and in Article 3, Article 12 and Article 13 herein.

§ 10.2 MUTUAL RESPONSIBILITY

§ 10.2.1 The Vendor shall afford the Owner and separate vendors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Vendor's activities with theirs as required by the Contract Documents.

§ 10.2.2 If part of the Vendor's Work depends for proper execution or results upon activities by the Owner or a separate vendor, the Vendor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects resulting from their activities that would impede the Vendor in achieving proper execution and results. If the Vendor fails to report discrepancies or defects reasonably discoverable, it shall be responsible for deficiencies or defects in its Work due to such deficiencies or defects.

§ 10.2.3 The Vendor shall reimburse the Owner for costs the Owner incurs that are payable to a separate vendor because of the Vendor's delays, improperly timed activities or other damage to the Work of a separate vendor. The Owner shall be responsible to the Vendor for costs the Vendor incurs because of the delays, improperly timed activities or damage to the Work caused by a separate vendor.

§ 10.2.4 The Vendor shall promptly remedy damage it wrongfully causes to property of the Owner or separate vendors as provided in Section 12.2.4.

§ 10.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Vendor, separate vendors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and, with the Architect's assistance, allocate the cost among those responsible.

ARTICLE 11 TIME

§ 11.1 DEFINITION OF DAY

The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 11.2 PROGRESS AND COMPLETION

§ 11.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Vendor confirms that the completion date stated in the Contract Documents provides a reasonable period for performing the Work.

§ 11.2.2 The Vendor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the Project premises prior to the effective date of insurance required by Article 13 to be furnished by the Vendor and the Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 11.2.3 The Vendor shall proceed expeditiously with adequate forces and shall achieve completion by the mutually agreed upon completion date.

§ 11.3 DELAYS AND EXTENSIONS OF TIME

§ 11.3.1 If the Vendor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes which the Architect determines may justify delay, the completion date shall be extended by mutual agreement between the Owner and the Vendor.

§ 11.3.2 CONFORMANCE TO AGREED-UPON SCHEDULES

§ 11.3.2.1 The Owner shall cooperate and coordinate its activities with the agreed-upon critical dates identified in the Vendor's progress schedule provided under Section 3.8.2.

§ 11.3.2.2 The Owner shall be responsible for costs the Vendor incurs, such as demurrage, warehousing, and storage or delivery charges, that are due to the Owner's failure to conform to the mutually agreed-upon progress schedule for the Work; to the Owner's failure, without justification, to accept delivery or final installation of furniture, furnishings and equipment; or to any other delays for which the Owner is responsible.

§ 11.3.3 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 11.3.4 This Section 11.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 12 PROTECTION OF PERSONS AND PROPERTY

§ 12.1 SAFETY PRECAUTIONS AND PROGRAMS

The Vendor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 12.2 SAFETY OF PERSONS AND PROTECTION OF PROPERTY

§ 12.2.1 The Vendor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials, furniture, furnishings and equipment to be incorporated therein, whether in storage on or off the Project premises, under care, custody or control of the Vendor or sub-vendors; and
- .3 other property at the Project premises or adjacent thereto, including property of the Owner, separate vendors or other persons, whether or not completed or installed.

§ 12.2.2 The Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

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§ 12.2.3 When use or storage of flammable, volatile or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Vendor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 12.2.4 The Vendor shall promptly remedy damage and loss to property, other than damage to the Work, caused in whole or in part by the Vendor or anyone directly or indirectly employed by the Vendor, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Vendor.

ARTICLE 13 INSURANCE

§ 13.1 VENDOR'S LIABILITY INSURANCE

§ 13.1.1 The Vendor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Vendor from claims set forth below which may arise out of or result from the Vendor's operations and completed operations under the Contract and for which the Vendor may be legally liable, whether such operations be by the Vendor, by a sub-vendor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Vendor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Vendor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to, or destruction of, tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations;
- .8 Claims involving contractual liability insurance applicable to the Vendor's obligations under Section 3.12.1; and
- .9 Claims for products liability and completed-operations insurance.

§ 13.1.2 The insurance required by Section 13.1.1 shall be written for not less than the limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and with respect to the Contractor's completed operations coverage, until the expiration of the period specified in the Contract Documents.

§ 13.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by Section 13.1.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage including coverage for completed operations shall be submitted with the final application for payment and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 13.1.2. The Vendor shall provide information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, with reasonable promptness.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 GOVERNING LAW

This Agreement shall be considered to be for sale of goods and shall be governed by the Uniform Commercial Code (UCC) as adopted in the place where the Project is located. The Contract shall be governed by the law of the place where the Project is located, except, that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 9.6.

Int.

§ 14.2 SUCCESSORS AND ASSIGNS

The Owner and Vendor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Vendor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.1 Notice of Claims. Claims by either party must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.2 Continuing Contract Performance. Pending final resolution of a Claim, the Vendor shall proceed diligently with performance of the Contract, and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.3 Claims for Consequential Damages. The Vendor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Vendor for principal office expenses, including the compensation of personnel stationed there; for losses of financing, business and reputation; and for loss of profit, except anticipated profit arising directly from the Work. Nothing contained in this Section 15.1.3 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 RESOLUTION OF CLAIMS AND DISPUTES

Claims, including those alleging an error or omission by the Architect, shall be referred initially to the Architect. An initial recommendation in writing by the Architect, followed by negotiation of the parties, shall be required as a condition precedent to mediation, arbitration or litigation of all Claims between the Vendor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no recommendation having been made by the Architect.

§ 15.3 MEDIATION

§ 15.3.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Section 15.1.3, shall, after recommendation by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a demand for arbitration, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 Any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written consent.

§ 15.4.4.3 The Owner and Vendor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Vendor under this Agreement.

Additions and Deletions Report for AIA® Document A251™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

Deans Mill Elementary School
35 Deans Mill Road
Stonington, CT 06378

...

Town of Stonington
49 N. Stonington Road
PO Box 479, Old Mystic, CT 06372

...

Drummeys Rosane Anderson
225 Oakland Road, Studio 205
South Windsor, CT 06074

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:42:59 on 09/28/2017 under Order No. 5644690572 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A251™ - 2007, General Conditions of the Contract for Furniture, Furnishings and Equipment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA® Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

NAME OF PROJECT: *(if applicable)* Deans Mill Elementary School

TYPE OF WORK: *(file separate form for each Classification of Work)*

- General Construction
- HVAC
- Electrical
- Plumbing
- Other: *(Specify)*

§ 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:

§ 1.3.3 President's name:

§ 1.3.4 Vice-president's name(s)

§ 1.3.5 Secretary's name:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 4 REFERENCES

§ 4.1 Trade References:

§ 4.2 Bank References:

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

§ 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6 SIGNATURE

§ 6.1 Dated at this day of

Name of Organization:

By:

Title:

§ 6.2

M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this day of

Notary Public:

My Commission Expires:

Additions and Deletions Report for AIA® Document A305™ – 1986

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

NAME OF PROJECT: *(if applicable)* Deans Mill Elementary School

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:20:52 on 09/28/2017 under Order No. 4576530994 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A305™ - 1986, Contractor's Qualification Statement, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)