



# City of New London

Department of Finance-Purchasing Agent

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

## Invitation for Bids

*Specifications and Proposal Documents Attached*

**Bid No.: 2019-17**

**Opening Date and Time: April 8, 2019 @ 2:00PM**

**Title: Student Transportation Service**

### Special Instructions:

1. **There will be a mandatory pre-bid meeting for all student transportation service providers at 10:30 A.M. on March 25, 2019.** All interested parties are to meet in conference Room A at New London Public Schools, 134 Williams Street, New London, CT 06320. Late arrivals (more than fifteen (15) minutes after the schedules start time) will not be given credit for attendance at the meeting and will not be able to submit a bid for this service.
2. Requests for Information (RFI) must be submitted in writing no later than 12:00 P.M. on March 28, 2019. Telephone requests will not be responded to. All questions should be directed to:

Kate H. McCoy, Executive Director for Strategic Planning, Government & Media Relations  
New London Public Schools  
134 Williams Street  
New London, CT, 06320  
860-271-4005  
[McCoyK@newlondon.org](mailto:McCoyK@newlondon.org)

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

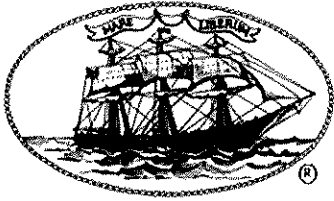
**Sealed Bid No.: 2019-17      Student Transportation Service**

**Not to be opened until April 8, 2019 @ 2:00PM**

### Return Bid to:

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

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



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## PLEASE RETURN THIS FORM IMMEDIATELY

Acknowledgement: Receipt of Invitation for Bids

Bid No.: **2019-17 Student Transportation Service**

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

Date Issued: March 18, 2019

Date documents received: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Do you plan to submit a response? Yes \_\_\_\_\_ No \_\_\_\_\_

Print or type the following information:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

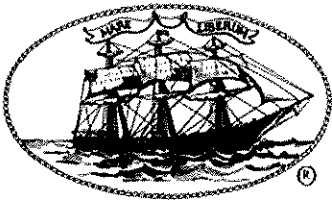
Received by: \_\_\_\_\_

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

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

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

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



# City of New London

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

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

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

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

### Submission of Bids

1. Bids must be submitted on forms supplied by the City of New London. Telephone, facsimile or e-mail bids will not be accepted in response to an Invitation for Bids. An original and one (1) copy of the Proposal Form shall be returned to the Purchasing Agent.
2. The date and time bids are to be opened are given in each Invitation for Bids issued. Bids received after the specified date and time of the bid opening given in each Invitation for Bids will not be considered. Bid envelopes must clearly indicate the bid number as well as the date and time of the bid opening. The name and address of the bidder should appear in the upper left-hand corner of the envelope.
3. Incomplete proposal forms may result in the rejection of the bid. Amendments to bids received by the Purchasing Agent after the date and time specified for the bid opening shall not be considered. Bids shall be computer prepared, typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. A person duly authorized to sign bids for the bidder shall sign all bids. Unsigned bids shall be rejected. The person signing the Proposal Form or their authorized designee must initial errors, alterations or corrections on both the original and copy of the Proposal Form to be returned. In the event an authorized designee initials a correction, there must be written authorization from the person signing the Proposal Form to the person initialing the erasure, alterations or corrections. Failure to do so shall result in rejection of the bid for those items erased, altered or corrected and not initialed.
4. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the Invitation for Bids.
5. Alternate bids will not be considered. An alternate bid is defined as one that is submitted in addition to the bidder's primary response to the Invitation for Bids.
6. Prices should be extended in decimal, not fraction, to be net and shall include delivery and transportation charges fully prepaid by the Contractor to the destination specified in the Invitation for Bids and subject only to cash discount.
7. Pursuant to Sections 12-412 and 12-412(1) of the Connecticut General Statutes, the City of New London is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in the bid prices.
8. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.
9. By its submission the Bidder represents that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.

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

10. All bids will be opened and read publicly and upon award are subject to public inspection.

### Guaranty or Surety

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

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

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

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

### Award

12. Award of this contract will be made to the lowest responsible, qualified bidder and will be based on net cost and City specifications. The City of New London reserves the right to award this contract to other than the low bidder and to make multiple awards if deemed in the best interest of the City.
13. The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

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

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

14. The City of New London allows a fifteen percent (15%) local vendor preference. A New London based business will be considered the lowest responsible bidder if its bid is within fifteen percent (15%) of the low bid and it is willing to accept the award at the low bid price. Any bidder claiming to be a New London based business must provide documentation that all of its motor vehicles are registered in New London and that payment of all of its property and motor vehicle taxes are current.
15. The City of New London may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.
16. The Purchasing Agent may correct inaccurate awards resulting from clerical or administrative errors.

## Standard Invitation for Bids (IFB) and Contract Terms and Conditions (con't)

### Other Requirements

17. The City has an employment preference goal that jobs be offered to local residents on public prevailing wage projects with thresholds great than \$100,000 for renovation and \$400,000 for new construction. For such projects, it is understood that contractors shall make a good faith effort to employ a participating workforce comprised of twenty-five (25%) local residents of New London County, CT, with residents of the City of New London, CT getting a priority representing fifty percent (50%) of said participation, which will include twenty-five percent (25%) female and minority.
18. The City has an employee training preference goal that apprenticeship opportunities be made available for state licensed trades on public prevailing wage projects with thresholds greater than \$100,000 for renovation and \$400,000 for new construction. For such projects, it is understood that contractors shall make a good faith effort to employ a minimum of ten percent (10%) of the workforce per state licensed trade as apprentices and, of this number; a minimum of fifty percent (50) shall be in the first year of apprenticeship training.

### Contract

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

**Commercial General Liability** in the amount of \$10,000,000;

**Automobile Liability Insurance** in the amount of \$10,000,000 combined single limit, arising out of the use and operation of said vehicles under the Agreement.

**Comprehensive Collision, Fire and Theft** with actual cash value with a \$1,000 deductible clause; and,

**Medical payments insurance plan** in the sum of \$5,000 on each occupant using said vehicles.

**Workers' Compensation** in accordance with the statutory requirements of the State of Connecticut.

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

## **Standard Invitation for Bids (IFB) and Contract Terms and Conditions (con't)**

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

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

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

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

### **Delivery**

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

### **Saving Clause**

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

### **Advertising**

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

### **Rights**

31. The City of New London has sole and exclusive right and title to all printed material produced for the City of New London and the Contractor shall not copyright the printed matter produced under this contract.

### **Standard Invitation for Bids (IFB) and Contract Terms and Conditions (con't)**

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

## Specifications for Student Transportation Services

### OBJECTIVE

The New London Board of Education is soliciting bids to secure a State of Connecticut approved school bus transportation company to furnish and operate, at their own expense, vehicles for the transportation of children as follows, but not limited to: transportation to and from schools for regular education, special education and pre-school transportation as requested, choice programs, vocational and technical schools, non-public schools, athletic events, field trips and other events in which New London Public Schools agree to provide transportation. Bidders are to address all aspects of these specifications, as they will become an integral part of the contract that the Board enters into with the awarded transportation company.

### GENERAL PROCEDURES

A. Sealed bids for student transportation services will be received in the office of Dedra Aker, Purchasing Agent April 8, 2019.

B. The bid documents may be downloaded from the following web sites:

**City of New London:** <http://ci.new-london.ct.us/content/7429/7431/7445/8764.aspx>

**State of Connecticut -DAS:** <http://www.das.state.ct.us>

C. Bids received later than the date and time specified shall not be considered.

D. Amendments to or withdrawals of bids received later than the date and time set for bid opening shall not be considered.

E. The Board reserves the right to waive technical defects in bids; to reject any or all bids in whole or part and to make such awards, in whole or in part, including accepting a bid or part of a bid, although not the low bid, that in its judgment will be in the best interest of the Board and the city of New London (city). The Board reserves the right to withdraw any award made as a result of clerical error.

F. The Board reserves the right to reject any bid if the bidder fails to satisfactorily convince the Board that it is properly qualified by experience and/or does not have the facilities to carry out the work called for herein. Conditional bids will not be accepted.

G. Requests for Information (RFI) must be submitted in writing no later than 12:00 P.M. on March 28, 2019. Telephone requests will not be responded to. All questions should be directed to:

Kate H. McCoy, Executive Director for Strategic planning, Government & Media Relations  
New London Public Schools  
134 Williams Street  
New London, CT, 06320  
860-271-4005  
[McCoyK@newlondon.org](mailto:McCoyK@newlondon.org)



- H. The successful bidder will, within thirty (30) day after written notice of acceptance, enter into a written contract with the Board of Education and will file within ten (10) days after such written notice of acceptance the policy of insurance and the surety bonds required.
- I. Services shall comply with all applicable laws, rules, regulations and policies of the federal government and/or the State of Connecticut and the Board's transportation policies.
- J. The transportation company will abide by all New London Public Schools discipline policies regarding riding a school vehicle.
- K. All vehicles must be garaged in a TO BE DETERMINED LOCATION.
- L. The successful bidder shall be required to furnish a 10 percent (10%) bid bond for one hundred percent (100%) of the value of the first year of the contract.
- M. The successful bidder shall be required to furnish a performance bond for one hundred percent (100%) of the value of the first year of the contract.
- N. Successful bidder must have experience operating full services (regular education) school bus operation of at least 16 vehicles for a school district, providing 5 references from 5 separate school systems. Also, bidder must have at least 10 years' experience operating school buses in the State of Connecticut.
- O. All licenses, documents, forms and letters of certifications indicating compliance at all times with all State, Federal and Local government agency regulations having any such jurisdiction.
- P. A fully audited financial statement for the last three (3) year years indicating all assets and liabilities and contracts in force.
- Q. Full disclosure of all traffic violations for the last five (5) years.
- R. A consolidated statement of worker's compensation time loss report for the last five (5) years.

#### **BASIC SERVICE**

The contractor shall provide all vehicles, supervision, operators, equipment and other services required to transport all students authorized by the City of New London for the period of July 1, 2019 through June 30, 2024. The contractor shall provide transportation to and from the public, private, vocational technical schools, choice programs, agricultural, field trips and athletic events, special education transportation as requested, including pre-school, kindergarten, elementary, middle, high school and late buses. It is anticipated that basic transportation for public schools within the Town shall be for 184 days per year and for other schools 180 days per year. These requirements are subject to change.

The contractor shall provide all buses, required car seats, seat belts and other equipment necessary to carry out these services. All transportation, including but not limited to field trips and athletic events within the city of New London during the hours of 6:00AM to 6:00PM shall be covered under the basic daily rate.

Field trips outside the city of New London, but within New London, Hartford, Middlesex or Windham counties in the State of Connecticut between the hours of 6:00 AM to 6:00 PM shall be covered under the basic daily rate to a maximum of two-hundred twenty (220) trips per school year.

Field trips and athletic trips within New London, Hartford, Middlesex or Windham counties in the State of Connecticut or outside New London, Hartford, Middlesex or Windham counties in the State of Connecticut shall be billed at the awarded hourly rate.

## **PERSONNEL**

Personnel acceptable to the Superintendent of Schools and his or her designees, to be provided by the contractor:

### **Transportation Manager**

A full time trained and qualified Transportation manager (Manager) shall be employed by the contractor and shall have general and overall management and supervision of the employees and equipment required to provide the services required to fulfill contract. The Manager shall be technologically proficient and shall maintain an up-to-date data base for transportation routes, bus stops and schedules that is compatible with the routing software that the City of New London has in use.

The Manager shall not be scheduled to drive any route, and shall do so only in emergency situations when there are no other alternatives. The Superintendent of Schools or his or her designee shall be notified immediately if the Manager is scheduled to cover any route at any time.

The Manager shall be available in New London to the Superintendent of Schools or his or her designee during scheduling activities, including preparation of yearly schedules and routes.

The Manager shall be available in New London at least one half (1/2) hour before and one half (1/2) hour after operations take place. The manager must notify each school designated administrator a PM all-clear message.

The Manager shall be available by phone and email between the hours of 8:00AM and 4:00PM, and shall return all calls within two (2) hours and shall respond to all emails within two (2) hours. If the Manager is unavailable, the Superintendent of Schools or his or her designee shall be notified prior to his/her absence. The contractor shall be responsible to assure that all calls or emails are responded to within two (2) hours.

The Manager is responsible to maintain and store high definition school bus recordings. If a school principal or the Superintendent or their designees request a copy of recorded video to review, the Manager shall provide the requested video with-in twenty-four (24) hours of the request.

The Manager shall notify the Superintendent of Schools or his or her designee by telephone or email when any driver is aware that there will be a delay of fifteen (15) minutes or more in transporting any New London student.

The Manager shall be responsible for maintaining, changing and updating bus routes during the school year, at the direction of New London Schools. The Manager shall be responsible for updating records, scheduling and assigning bus(es) and driver(s) for field trips, athletic trips and other sanctioned events by New London Schools.

The Manager shall be responsible for submitting a list of all drivers and monitors to the Superintendent of Schools or his or her designee by the fifth (5<sup>th</sup>) of each month.

#### **Dispatcher**

There shall be at least two (2) Dispatchers stationed at a location mutually agreed on by the Contractor and New London Schools during each school day at least one (1) hour before and one half (1/2) hour after the last bus has returned to the yard. The Dispatcher shall not be scheduled to drive any route when dispatching, and shall do so only in emergency situations when there are no other alternatives. If the Dispatcher is required to drive, the Contractor shall assure that a replacement dispatcher shall be stationed at the locations to answer all calls.

#### **Safety Director**

A full time Safety Director shall be responsible for all state required driver training. The Safety Director will respond to all emergency situations, including any/all accidents. The Safety Director shall not be scheduled to drive any route and shall have immediate access to a safety vehicle for the purpose of responding to emergencies and accidents at no cost to New London Schools.

#### **Mechanics**

At least one (1) National Institute for Automotive Service Excellence (ASE) certified Mechanic shall be present daily to check and maintain all vehicles for the term of the contract. The ASE certified Mechanic shall not be the Manager, Dispatcher, Safety Director, Driver or Monitor.

#### **Drivers**

All Drivers shall meet all requirements of the State of Connecticut, the Department of Motor Vehicles, and any other federal, state or local agency. All Drivers shall be subject to rules and regulations of the Board.

All Drivers shall be safe, courteous and of good character. All Drivers shall have passed physical standards as set forth by the State of Connecticut, and be familiar with federal, state and local laws and regulations relating to the transportation of students in school buses.

All Drivers shall be approved by the Superintendent of Schools or his or her designee. All new drivers added during the school year shall be approved by the Superintendent of Schools or his or her designee. The Contractor shall notify the Superintendent of Schools or his or her designee, in writing, of any driver deletions from the approved list. Names and addresses of all drivers, and any other information requested by the Superintendent of Schools or his or her designee shall be provided within one (1) business day.

The Superintendent of Schools or his or her designee reserve the right to approve all drivers and the Contractor agrees not to use any Driver who at any time fails to meet the approval of New London Schools.

Bus drivers' children shall not be allowed to ride on the bus of a driver as a non-school passenger except as approved by the Superintendent of Schools or his/her designee.

### **Bus Monitors**

Bus monitors shall be provided on vehicles designated by New London Schools and shall be responsible for assisting students and assisting the driver to maintain appropriate student behavior while riding on the bus. New London Schools reserves the right to place monitors or para-professionals on any vehicle, instead of monitors provided by the Contractor. The monitor/para-professional shall accompany and attend the needs of any student, regular or special education, designated by the Superintendent of Schools or the Director of Special Services. Any hours billed for monitors must clearly define schedule (start and stop time) and should never exceed driver hours.

### **VEHICLES/EQUIPMENT/FACILITIES**

A. The contractor shall provide thirty (30) Type I diesel buses (minimum capacity 71), ten (10) Type II (minimum capacity 18 with air conditioning), two (2) Type II handicapped/wheelchair vehicles (with air conditioning).

B. The contractor shall provide five (5) spare Type I diesel buses (minimum capacity 71), one (1) spare Type II bus (minimum capacity 18 with air conditioning) and one (1) spare Type II handicapped/wheel chair vehicle (with air conditioning). Spare vehicles shall not be more than ten (10) years old.

C. All vehicles shall be completely equipped to conform to the laws of the State of Connecticut and the United States governing the operation of school vehicles for the transportation of school children. All vehicles shall be no more than five years old as of July 1, 2019. More or fewer vehicles may be required as enrollments change during any given year of the agreement. The contractor agrees to have on hand sufficient vehicles to perform this agreement. All vehicles used shall be subject to the approval of the

Board which approval shall not be unreasonably withheld. All vehicles shall be numbered and the words "New London Public Schools" will appear on both sides of every bus/van. The vehicles and all other signage, signals, and safety equipment will conform to the laws of the State of Connecticut.

D. **OPTION 1**-Buses and vans shall be garaged, registered, and taxed in the city of New London, State of Connecticut, at a location established by and paid for by the Board. During school hours, on school days, the contractor may not use the vehicles required for the performance of this contract for any other purpose other than the requirements of this contract. The contractor, at its own expense, shall provide office space at the location, and all utilities. The contractor, at its own expense, shall make any required updates, and clean and maintain the area where school vehicles are garaged.

Such required updates and maintenance shall include supplying and repairing fence around such area. Upon termination of this Agreement, the fencing shall remain on the property. It is the responsibility of the contractor to obtain all necessary permits from the city in order to put in place its own office facility.

**OPTION 2**-In the event that New London Schools is unable to secure a proper and adequate location in the City of New London, the Contractor shall garage, register and tax all New London buses and vans in a location agreed on by the City of New London and the Contractor, at a premium to cover any related net additional operating costs.

E. Each year of the Agreement, prior to the first day of school, the contractor shall provide the Board with a complete list of the vehicles that serve the District.

F. The Board reserves the right by its members or its duly authorized agents to inspect any and all vehicles and their operations by riding as a passenger or by any other reasonable means. The Superintendent of Schools shall be provided a key to the secured area where vehicles are garaged.

G. The Board reserves the right to mandate the replacement, removal, and/or maintenance of any vehicle covered under the agreement if it feels it to be unsafe, hazardous, and/or defective.

H. The contractor is responsible for any and all maintenance, service, and/or repair costs needed to any vehicle covered under the agreement.

I. The contractor agrees that in the event a vehicle covered under the agreement is not available for use, the contractor will be responsible, at its own expense, to provide replacement vehicles meeting the same standards as the vehicle not available.

J. The contractor agrees to furnish additional vehicles or to delete vehicles if the Board determines the need for such action. The cost of each additional vehicle will be in accordance with the negotiated rates for the type of vehicle added.

K. The contractor agrees that all vehicles covered under the agreement will have sealed odometers.

L. The contractor agrees to have available to the Board at all times a replacement vehicle for substitute and emergency use.

M. All vehicles will be configured with the ability to shut off their engines and still operate their flashing lights when picking up and discharging passengers and waiting at the schools.

N. First four (4) rows of all buses must be equipped with an integrated harness. Seatbelt installation will be in accordance with the State of Connecticut laws and regulations and all Federal requirements.

O. All vehicles, including spare buses, will be equipped with a high definition school bus camera system (Mobile Digital Video Recording/MDVR) at no cost to the City of New London. All MDVR will be in good working order and shall be maintained by the Contractor, and shall be operational each day. The Board and its authorized personnel shall have access to tapes/data from the recorders without charge.

P. All vehicles are required to have child check systems in place and in working order.

Q. All vehicles will be equipped with two-way radios. The Superintendent of Schools or his/her designee shall be provided with a two-way radio. The Contractor shall provide a properly working cellular phone for any vehicles used for out of town transportation or field trips.

R. The contractor agrees to operate, maintain, and repair at its own expense, all school buses and vans utilized during the term of this agreement. The contractor also agrees to pay registration and license fees, personal property taxes, insurance, and the salaries and benefits of vehicle drivers.

S. The contractor agrees to furnish, no later than November 1st of each year of the contract, a summary listing by vehicle, indicating the total mileage run and pupils carried daily, with a further breakdown indicating miles run, pupils carried per route to each school and other points of destination, and fuel consumption.

## **ROUTES/SCHEDULES**

A. The contractor shall transport only those pupils or individuals who are designated and approved by the city of New London.

B. The city of New London shall be responsible for coordinating, maintaining and changing bus routes during the school year with input from the contractor.

C. After conferring with the Superintendent of Schools, or designee, the contractor will submit by August 1st of each year, its proposed bus routes, estimated bus loads and schedules for the coming year. It is recognized by the Board of Education that enrollment continually changes even after the first day of school – resulting in continued route adjustments. With respect to Special education transportation the board recognizes these services require changes throughout the year.

D. All buses shall maintain proper, visible and up to date bus route labeling/numbering.

E. The approved schedule must be followed as specified. No change in route shall be made by the contractor unless such change is made at the request of, or with the prior permission of, the Board or its authorized representative.

F. Under no circumstances shall any authorized passenger be picked up or dropped off at any location or time not specified in the route schedule without the prior authorization of the Board.

G. The contractor agrees to furnish vehicles for each school day as the Superintendent or Schools may direct. Decisions regarding late openings or early dismissals will be made by the Superintendent of Schools in conjunction with the contractor's on-site supervisor and local officials. On days when schools

will be opened later or closed earlier, the contractor shall have the personnel and equipment necessary to transport the students on such occasions.

H. In the event of inclement weather or unusual highway conditions, alternate routes may be used at the discretion of the contractor without formal approval of the Board. Such alternate routes shall be used only so long as the emergency or unusual conditions exist, and it is understood that no additional compensation will be made for additional distance traveled or time spent. If an alternate route is used, the driver shall immediately inform the coordinator by radio of the change, and the coordinator shall immediately inform the Superintendent of Schools.

I. The parties agree that: (a) no pupil may arrive at school earlier than thirty (30) minutes before the time shown on the route schedule; (b) no pupil may be required to board any vehicle more than sixty (60) minutes before the arrival time as specified for school attended; and, (c) no pupil may be required to wait more than thirty (30) minutes after the specified dismissal time before boarding his/her vehicle.

J. The Driver shall take attendance each day on any/all Special Education Type II vehicles, as provided by School and Family Support Services, and will submit this information daily to the Manager or his/. her designee. The Manager shall be responsible for submitting the daily attendance to New London Schools no later than the first week of each month.

## **ACCIDENTS/DELAYS**

In the event of an accident or other emergency, drivers are to immediately contact the Manager or his/her designee and/or emergency personnel using 911 if appropriate and available. The Manager or his/her designee shall notify the Superintendent or his/her designee of all occurrences, accidents and all injuries, regardless of extent by the end of that school day. In addition, the Contractor shall submit to the Superintendent of Schools or his/her designee, in writing within twenty-four (24) hours, full details of any accident or incident. The report shall include date, time, place, bus number, bus driver, nature of accident, steps taken to prevent recurrence, and all other information required or requested.

A. The contractor and its operators shall be required to comply with the laws of the United States and the State of Connecticut and with all regulations and requirements of the State Department of Motor Vehicles and Public Utilities Commission, the procedures and policies of the Board, and the laws and regulations of any other federal, state, or local agency, whether said laws, regulations or policies are presently in force, or enacted subsequent to the date of this agreement.

B. The contractor is responsible for maintaining Standard Operating Procedures for its drivers.

C. Vehicles operated under this agreement are prohibited from carrying more passengers than can safely sit in the vehicle. Standees are not permitted at any time.

D. Drivers are required inspect each bus at the end of each run (morning, mid-day, afternoon, late bus, field trip, athletic contest) to ensure no students are left on the bus. Leaving a child on a bus is grounds for the Board to require the immediate termination of the driver.

E. Drivers are prohibited from engaging in any activity that potentially or actually puts his/her passengers in danger.

F. The Board delegates to the contractor the necessary authority to supervise and to control the students on the buses and vans operated pursuant to such rules as are adopted by the Board. Such authorization shall not, however, include the right to administer corporal punishment, nor the right to eject any student in-route or otherwise.

G. The contractor shall be fully responsible for the supervision of students during their period of transportation. The transportation of a student shall be deemed to have begun when such student makes contact with the school bus or van and shall be deemed to have ended when the student has completely alighted from the bus or van at a reasonable, safe place, including crossing the street (if allowed in the route description), in view of the circumstances prevailing.

H. Drivers shall report promptly to the school principals the name of any pupil whose conduct is such as to endanger the driver or other riders or the operation of the vehicle. Upon receiving such information, the Board agrees to respond in the appropriate manner up to and including prohibiting the student from riding the bus. If the student is allowed to remain on the bus, after the Board has been notified of the student's poor behavior propensity, and the student's behavior subsequently causes liability or results in a claim against the contractor and/or the Board, the Board agrees that it is not entitled to any hold harmless/indemnification protection from the contractor.

I. The contractor or its appointed representative shall be qualified to have general and overall supervision of the vehicles operated under the contract. The contractor or its appointed representative must be available to the representative of the Board at all times during the school hours of each school day during the school year and during all hours when pupils are being transported by the contractor. The contractor shall maintain an office located within the city, which office shall be staffed and equipped so as to effectively handle communications, correspondence, dispatching, complaints, and other problems normally related to pupil transportation. The contractor shall install, at its own expense, in the contractor's office and in each vehicle a two-way radio to enable communication between said office and drivers. The contractor shall install, at its own expense, a device in the office of the Superintendent of Schools to enable the Superintendent to monitor communications between the New London office and drivers.

J. Complaints arising from the operations under the agreement will be first addressed by the contractor. Complaints not satisfactorily resolved by the contractor will be referred to the Superintendent of Schools for action. Documentation involving complaints will be maintained by the contractor for a period of not less than one year from the time of resolution of the complaint, and a report shall be transmitted to the Board monthly.

K. The contractor agrees to make available vehicles to be used by the schools to conduct bus evacuation drills.

L. In the event of an emergency requiring evacuation of one or more of the District's schools, the contractor shall have enough resources on hand to provide orderly and safe transportation to a location determined by the Superintendent of Schools.



M. The Board reserves the right to place transportation aides in any vehicle to accompany and to attend to the needs of any student designated by the Superintendent of Schools or the Director of Special Education as a special education student.

N. The Board shall have the right to provide input into the selection of a full-time transportation coordinator who shall run the contractor's operations in the Town. Once approved, this coordinator shall be an employee of the contractor and shall be subject to its supervision and direction. The cost of the coordinator's salary, benefits and other expenses associated with his or her employment shall be established and paid by the contractor as part of the contract price. The coordinator shall not be allowed to drive temporarily or permanently any vehicle or bus used in the performance of this agreement except in unusual circumstances and only then with notification provided to the Superintendent of Schools. The Board reserves the right to require the contractor to remove the coordinator from working in connection with New London transportation and to obtain a replacement.

O. The Board or its agent shall purchase, at its own expense, all diesel fuel necessary to meet the requirements of bus transportation for children in the Town. The diesel fuel shall be stored at the facility owned by the Town or at other locations as the Superintendent of Schools directs. The contractor shall maintain and operate all vehicles used in the performance of this agreement to achieve maximum savings in the use of diesel fuel. This includes minimizing idling time

#### **INSURANCE**

A. Upon execution of the agreement, and prior to August 1st of each year, the contractor shall file with the Board, certificates of insurance issued by an insurance company authorized to do business in the State of Connecticut, showing insurance coverage as follows and covering the legal liability of the contractor and the Board and its agents and employees. Thirty days prior notice is required to be given to the Board if it is anticipated that insurance will be reduced or cancelled.

Commercial General Liability in the amount of \$10,000,000;

Automobile Liability Insurance in the amount of \$10,000,000 combined single limit, arising out of the use and operation of said vehicles under the Agreement.

Comprehensive Collision, Fire and Theft with actual cash value with a \$1,000 deductible clause; and,

Medical payments insurance plan in the sum of \$5,000 on each occupant using said vehicles.

Workers' Compensation in accordance with the statutory requirements of the State of Connecticut.

B. The insurance coverage carried shall never be less than that which may from time to time be required by the State of Connecticut and shall cover the entire period of the contract.

C. The contractor will, at all times, hold harmless, defend, and indemnify, the city of New London, the New London Board of Education, the New London School District, and their respective officials, officers, employees and agents from and against any and all liability, damages, loss claims, accidents, costs, expenses, including attorney's fees, arising out of the contractor's operations, activities, negligence, breach of contract or omissions, or those of its employees, agents or personnel in furnishing the services provided herein.

D. The contractor shall maintain in force during the full term of this contract policies commercial general liability, auto liability, workers' compensation and employer's liability. The policies shall name the New London Board of Education, the city of New London, and all of their respective employees as additional insureds. The contractor shall provide the Board with a copy of its Certificate of Insurance and a copy of its insurance policy as well as the endorsement naming the additional insureds. The contractor's insurance coverage will be primary in the event of any damage and/or loss.

E. The contractor's insurance carrier will waive all rights of subrogation against the Board, the Town and all of their respective officers, employees, agents, and volunteers.

F. The Board reserves the right to review, investigate and/or inquire into the contractor's insurance policy. The contractor will assist the Board in obtaining such information if necessary.

G. The contractor shall procure and maintain in force a performance bond from an insurance company licensed to do business in the State of Connecticut for the benefit of the Board and the Town, conditioned upon the faithful performance of the terms of this contract in an amount equal to one-hundred percent (100%) of the contract amount as estimated each year of the contract. The bond may be furnished for one (1) year periods commencing August 30th and ending August 29th of each year but each such one (1) year bond shall be furnished and delivered to the Board by June 1st of each year preceding the August commencement date of each such bond. The contractor will be notified by April 1st of each contract year of the succeeding year's estimated cost for bond limit purposes.

#### **INDEPENDENT CONTRACTOR**

A. The contractor shall be an independent contractor. Neither the contractor nor its employees shall be held or deemed in any way to be the agent or employee of the Board.

#### **PAYMENTS**

A. The Board agrees to make payments to the contractor within thirty (30) days after receipt of an invoice for services provided in the prior month.

B. The parties agree that no other payments shall be made to the contractor who shall furnish all of the vehicles, drivers, labor, materials, equipment, permits and licenses and other facilities necessary to provide the transportation and service required, including the staff and other services necessary for the proper performance of the contractor's duties. The parties agree that mileage for all vehicles is included in the contract price.

C. The Board may withhold payments for services when the Board determines, in its sole discretion, that such services do not meet the requirements of the contract. Payments for such services shall not be made until the contractor has made corrections which are acceptable to the Board.

D. If at any time the contractor does not provide the required number of buses or drivers necessary under the contract, the Board may deduct from its monthly payment the pro-rata cost of the vehicle for that day, plus \$50.00, or the cost of the Board's expense for engaging alternate transportation during the period that the contractor is not in compliance with the terms of the contract, whichever amount is greater.

E. If the contractor does not supply the necessary spare vehicle(s) to operate the transportation program within the thirty (30) minute reporting requirement, the Board shall deduct from the monthly payment the pro-rata cost of the vehicle(s) for that day, plus \$50.00.

F. The contract envisions a quality, responsive transportation program that minimizes the Board's involvement in the day-to-day operation of the program. Should operating problems occur which require the involvement of the Board, the Board reserves the right to officially notify the contractor of such problems. Should similar operating problems reoccur within thirty (30) days, the Board reserves the right to deduct \$100.00 from the monthly payment for each such occurrence.

G. If at any time the contractor uses a driver in the performance of the contract who has not been approved by the Board and/or does not meet the requirements of the State of Connecticut, the contractor is liable for deductions of \$150.00 per day from the monthly billing for service for each driver so employed, plus the per diem cost for the vehicle for that day.

H. In the event a strike or other occurrence causes an interruption of services for more than twenty-four (24) hours, the Board shall have the right to secure such other transportation as may be necessary and charge the cost of same to the account of the contractor. There will be no payment to contractor for days no service is provided, and contractor is responsible for financial liability to the Board.

I. All Type II and Type II wheelchair vehicles are required to have air conditioning to meet the needs of students with disabilities. A \$100 per day per bus penalty may be assessed for any bus that is in use on a run where the air conditioning is required and where the air conditioning is not operable.

J. A reliable transportation system is important to meet the education requirements of the students and the Board. To this end, students must be picked up in the morning in a timely and consistent manner, and students must be delivered home in the afternoon in an efficient manner. If a bus is more than fifteen (15) minutes late in the morning or afternoon, the Board reserves the right to deduct \$50 from the monthly billing. Should situations beyond the control of the contractor cause the late pick-up (weather, traffic, etc.) the penalty will not be assessed.

#### **DEFAULT AND TERMINATION OF CONTRACT**

A. If, at any time during the term of the contract, the contractor, in the sole discretion of the Board: (a) has failed to provide the level of services required under the contract; (b) has failed to fulfill services required in accordance with agreed schedules; (c) has become insolvent; (d) makes an assignment for the benefit of creditors; (e) files a voluntary petition in bankruptcy; (f) is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days; (g) abandons the work; (h) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the contract other than as provided herein; (i) fails to provide the insurance required under the Contract; (j) fails to provide the Performance Bond required under the Contract; or (k), fails to comply with any other term or condition contained in the Contract, the Board shall have the right to terminate the Contract upon written notice to the Contractor.

B. The above remedies are in addition to any other remedies the Board may have.

C. In the event of contract termination by the Board, the Board's payment obligation shall cease as of the final date on which transportation services in accordance with the contract are last performed by the contractor.

D. Upon termination of the contract pursuant to this article, the contractor (and its surety) will be responsible for all of the Board's expenses, losses and damages incurred in replacing contractor for the remainder of the term of the contract.

E. In the event of cancellation of the contract and the necessity to bid or otherwise negotiate a new contract for transportation service with another contractor, the contractor will be responsible for indemnifying the Board for costs incurred in obtaining a new contract including any and all increase in costs for transportation service for the duration of the term of the original contract, irrespective of the performance bond.

### **MISCELLANEOUS PROVISIONS**

A. No part of the Contract shall be assigned or subcontracted without the prior written approval of the Board.

B. The bid documents, including the Invitation to Bid, Instructions to Bidders, Bid Requirements and all appendices executed by contractor, dated April 8, 2019 (the "Bid") will be specifically incorporated into the Contract.

C. If any provision of the contract is subsequently found to be illegal or invalid, all unlawful provisions shall be deemed stricken from the contract and shall be of no effect and the remaining provisions shall not be affected thereby and shall remain in full force and effect.

D. The contract and all exhibits attached to the contract constitute the full and complete agreement of the parties hereto and shall be binding upon their respective permitted successors and assigns.

E. The contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut without regard to its conflicts of laws principles. The parties further agree to be contractually bound to submit themselves to the personal jurisdiction of the courts of Connecticut. The venue for any court proceeding shall be in the Judicial District of New London at New London, Connecticut, and each party waives any venue, convenient forum, removal, jurisdiction, or other rights to the contrary.

F. No failure by Board to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a default thereof, shall constitute a waiver of such default and shall not be deemed to be a waiver of a subsequent default of such term, covenant or condition.

**NEW LONDON PUBLIC SCHOOLS  
NEW LONDON, CT  
INVITATION TO BID 2019-17  
TO PROVIDE SCHOOL TRANSPORTATION SERVICES  
School Year 2019-20 through 2024-2025**

**OPTION 1:**

The contract to be awarded will require the contractor to furnish all transportation service including vehicles, operators, equipment and other services required to transport all students authorized by the Board of Education to and from the public, private, vocational technical schools, agricultural, field trips, athletic and special needs education whose transportation needs are served by New London including pre-school, kindergarten, elementary, middle, high school and late buses.

Buses and vans shall be garaged, registered, and taxed in the city of New London, State of Connecticut, at a location established by and paid for by the Board. During school hours, on school days, the contractor may not use the vehicles required for the performance of this contract for any other purpose other than the requirements of this contract. The contractor, at its own expense, shall provide office space at the location, and all utilities. The contractor, at its own expense, shall make any required updates, and clean and maintain the area where school vehicles are garaged.

Such required updates and maintenance shall include supplying and repairing fence around such area. Upon termination of this Agreement, the fencing shall remain on the property. It is the responsibility of the contractor to obtain all necessary permits from the Town in order to put in place its own office facility.

**OPTION 2:**

The contract to be awarded will require the contractor to furnish all transportation service including vehicles, operators, equipment and other services required to transport all students authorized by the Board of Education to and from the public, private, vocational technical schools, agricultural, field trips, athletic and special needs education whose transportation needs are served by New London including pre-school, kindergarten, elementary, middle, high school and late buses.

In the event that New London Schools is unable to secure a proper and adequate location in the City of New London, the Contractor shall garage, register and tax all New London buses and vans in a location agreed on by the City of New London and the Contractor, at a premium to cover any related net additional operating costs.

**TWO (2) COMPLETED COPIES OF ALL BIDS MUST BE RECEIVED IN THE CITY OF NEW LONDON PURCHASING OFFICE BY APRIL 8, 2019 AT 2:00 P.M. PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL NOT BE CONSIDERED.**

The bidder is required to complete all bid forms with their bid proposal package.

## **SECURITY OF PERFORMANCE**

A. The contractor will be required to furnish, at its own expense, a surety performance and payment bond, which must be renewed each succeeding year of the contract, in a form satisfactory to the Board of Education conditioned upon the faithful and continuous performance by the contractor of all terms and conditions of the contract.

THE BOND SHALL BE IN AN AMOUNT EQUAL TO 100% OF THE PROPOSED CONTRACT AMOUNT FOR ONE (1) YEAR.

B. At the time of the submission of Bid, each contractor must submit evidence from a bonding company indicating that a performance and payment bond can be obtained, and that it will be issued by a company authorized to do business within the State of Connecticut.

C. The contract shall provide that if, at any time, the contractor is not in the opinion of the Board of Education, satisfactorily fulfilling the conditions and obligations of the contract, and prior warnings of the deficiencies have been issued by certified mail, the Board of Education may terminate such contract by giving ten (10) days' written notice to the contractor and employ another contractor. The surety shall be held responsible for any extra and added expense, loss or damage suffered by the Board of Education in carrying out said contract.

## **INSURANCE**

The Bus Contractor shall secure and maintain in force for the full term of this agreement worker's compensation insurance, employer's liability insurance, public (general) liability insurance, automobile liability insurance and excess (umbrella) liability insurance from an insurance company (s) licensed to do business in the State of Connecticut. COPIES OF THE ACTUAL INSURANCE POLICIES MUST ALSO BE INCLUDED IN THE BID PACKAGE.

The contractor shall hold the Board of Education harmless against any and all other claims, expenses, loss or liability whatsoever arising out of or incidental thereto in connection with its operations, activities or omissions, or those of its employees and agents in furnishing the services provided herein. Each policy of insurance shall contain a waiver of subrogation in favor of New London Public Schools.

The Board of Education and the contractor shall not be liable for the loss of personal or real property or loss of use thereof caused by perils covered by insurance.

No contract will be offered or signed until a satisfactory performance and payment bond and the insurance policy are delivered and received.

The successful bidder shall, after being awarded the contract, and before doing any work, furnish certificates of insurance, including automobile property damage liability, public liability and worker's compensation insurance in the amounts outlined in the bid specifications. Copies of insurance certificates shall be required at the beginning of each school year.

## **BID FORMS**

Your response should only include an original and one (1) copy (unless otherwise indicated in the specifications) of all documents after this page.

Do not use 3-ring binders!



# City of New London

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

## Bid Proposal Form Page 1 of 2

<b>Bid No.:</b> 2019-17	<b>Bid Opening Date:</b> April 8, 2019	<b>Bid Opening Time:</b> 2:00 P.M.	<b>Bid Surety:</b> 10%	<b>Date Issued:</b> March 18, 2019
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Project: **Student Transportation Service**

**REQUEST FOR PROPOSALS:** Pursuant to the provisions of Section 2-69 of the Code of Ordinances of the City of New London, sealed proposals will be received by the Purchasing Agent for the City of New London, at the address above for furnishing the commodities and/or services herein listed.

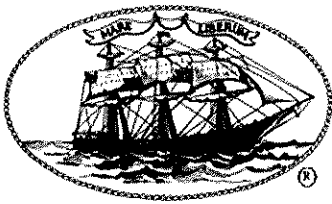
**IMPORTANT:** Both pages of this form must be completed, signed and returned by the proposer as part of the proposal package.

**NOTE:** Proposer means Individual/Sole Proprietor, Partnership or Corporation name.

### Section 1 of 3 – Proposer Information

<b>Complete</b> Company Name (Trade Name, Doing Business As)				SSN or FEIN	
Company Address	Street	City	State	Zip Code	
Contact Name (Typed or Printed)		Telephone Number (Include Toll-Free Numbers)		FAX Number	
Written Signature of Person Authorized to Sign Proposals on Behalf of the Above Named Company					Date Executed
← <b>SIGN HERE</b>					
Type or Print Name of Authorized Person			Title of Authorized Person		
Company's E-Mail Address			Company's Web Site		
Is Your Business a: <input type="checkbox"/> Proprietorship (Individual), <input type="checkbox"/> Partnership or <input type="checkbox"/> Corporation? (Type of Corporation - _____)					
Is Your Business <b>Currently</b> a State of Connecticut Certified Small Business? <input type="checkbox"/> Yes (Attach Certificate Copy to Bid) <input type="checkbox"/> No					
If your business is a <b>Partnership</b> , you must attach the names and titles of all partners to this bid when returned.					
If your business is a <b>Corporation</b> , in which State are you incorporated?					
Is your business reportable to the IRS? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, a 1099/M2 will be mailed to you at year end.					
<b>Remittance Information:</b> In this box indicate the Remittance Address of your business if different from above.					





# City of New London

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

## Bid Proposal Form Page 2 of 2

### Section 2 of 3 Important Information for Proposers

#### **AFFIRMATION OF PROPOSER: The undersigned proposer affirms and declares:**

1. That this proposal is executed and signed by said bidder with full knowledge and acceptance of the provisions of the Standard Proposal and Contract Terms and Conditions of current issue and in effect on the date of bid issue. These Standard Proposal and Contract Terms and Conditions are made a part of the contract.
2. That should any part of this proposal be accepted in writing by the City of New London within thirty (30) days from the date of proposal opening unless and earlier for acceptance is specified by the proposer the proposal schedule, said proposer will furnish and deliver the commodities and/or services for which this proposal is made, in the quantities and at the prices proposed, and in compliance with the provisions of the STANDARD PROPOSAL AND CONTRACT TERMS AND CONDITIONS, COMMODITY SPECIFICATIONS, PROPOSAL SCHEDULE AND SPECIAL PROPOSAL AND CONTRACT TERMS AND CONDITIONS. Should award of any part of this proposal be delayed beyond the period of thirty (30) days or an earlier date specified by the proposer in the proposal schedule, such award shall be conditioned on the proposer's acceptance.
3. Acceptance of the conditions set forth herein, agreement in strict accordance therewith, and will furnish and deliver the commodities and/or services to the City of New London at the prices bid therein.
4. Should the Purchasing Agent determine that the proposer has not completed Section 1 – Proposer Debarment and/or Suspension included as part of this document, then such determination may be just cause for disqualification from the evaluation of this proposal.

### Section 3 of 3 – Proposer Debarment and/or Suspension

Has the bidder, any company officials, or any subcontractor to the bidder, any of its company officials received any notices of debarment and/or suspension from contracting with the State of Connecticut, the federal government, any other state within the United States, any of its territories or any governmental entity?

Yes       No

If the above signed bidder, any company official or any subcontractor to the bidder **has** received notice of debarment and/or suspension from contracting with the State of Connecticut, the federal government or any governmental entity, said notices must be attached to this document when submitting this bid.

Number of notices attached \_\_\_\_

**BID PROPOSAL SHEET**

**OPTION I:**

Regular/Special Education School Transportation

	Type I Bus	Type II Bus	W/C Van	Monitor
Current year 2019-2020	_____	_____	_____	_____
Year 1 2020-2021	_____	_____	_____	_____
Year 2 2021-2022	_____	_____	_____	_____
Year 3 2022-2023	_____	_____	_____	_____
Year 4 2023-2024	_____	_____	_____	_____
Year 5 2024-2025	_____	_____	_____	_____

Extracurricular (sports, field trips, etc.) Transportation

Per mile Per hr. wait Minimum

	Type I Bus	Type II Bus	W/C Van	Monitor
Current year 2019-2020	_____	_____	_____	_____
Year 1 2020-2021	_____	_____	_____	_____
Year 2 2021-2022	_____	_____	_____	_____
Year 3 2022-2023	_____	_____	_____	_____
Year 4 2023-2024	_____	_____	_____	_____
Year 5 2024-2025	_____	_____	_____	_____

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BID PROPOSAL SHEET**

**OPTION II:**

	Type I Bus	Type II Bus	W/C Van	Monitor
Current year 2019-2020	_____	_____	_____	_____
Year 1 2020-2021	_____	_____	_____	_____
Year 2 2021-2022	_____	_____	_____	_____
Year 3 202022023	_____	_____	_____	_____
Year 4 20213-2024	_____	_____	_____	_____
Year 5 2024-2025	_____	_____	_____	_____

Extracurricular (sports, field trips, etc.) Transportation

Per mile Per hr. wait Minimum

	Type I Bus	Type II Bus	W/C Van	Monitor
Current year 2019-2020	_____	_____	_____	_____
Year 1 2020-2021	_____	_____	_____	_____
Year 2 2021-2022	_____	_____	_____	_____
Year 3 202022023	_____	_____	_____	_____
Year 4 20213-2024	_____	_____	_____	_____
Year 5 2024-2025	_____	_____	_____	_____

**REFERENCE SHEET**

Company submitting bid: \_\_\_\_\_

List at least 3 Connecticut School Districts with which you currently or have had (within the past 2 years) a student transportation contract.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ as Principal, hereinafter called Contractor, and \_\_\_\_\_ as Surety, hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_ as Obligee, hereinafter called Owner, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contract has by written agreement dated \_\_\_\_\_ entered into a Contract with Owner for \_\_\_\_\_

\_\_\_\_\_ which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, including such remedial work as may be required under the guaranty during the period of guaranty and shall certify in writing that all wages paid under said Contract to any mechanic, laborer or workman were equal to the rates or wages customary or then prevailing for the same trade or occupation in Connecticut, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions, by another Contractor acceptable to the Owner, said other Contractor to act as an agent for the Surety, or
- (2) Obtain a Bid or Bids for submission to the Owner for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner and Surety of the lowest responsible Bidder, arrange for a Contract as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including, other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The terms "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to the Contractor.

Unless otherwise required by law, any suit under this Bond must be instituted before the expiration of one (1) year from the date on which the guaranty period under the Contract expires.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators and successors of the Owner.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

No extension of time or other modification of this Bid Bond shall be valid unless agreed in writing by the parties to this Bond.

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_

Attest:

\_\_\_\_\_  
(Business Address)

By

\_\_\_\_\_  
Affix  
Corporate  
Seal

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_

Attest:

\_\_\_\_\_  
(Business Address)

By

\_\_\_\_\_  
Affix  
Corporate  
Seal

Countersigned  
by \_\_\_\_\_

Attorney-in-Fact, State of \_\_\_\_\_, Power-of- Attorney for person signing for Surety Company must be attached to Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ of the Corporation named as Principal in the within bond; that \_\_\_\_\_ who signed the said bond on behalf of the Principal was then the \_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body.

\_\_\_\_\_  
Affix  
Corporate  
Seal

Title \_\_\_\_\_

NON COLLUSION AFFIDAVIT OF PRIME BIDDER

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

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

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

Signed \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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

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

NON COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

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

Signed \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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

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



Statement of Bidder's Qualifications

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

1. Name of Bidder \_\_\_\_\_
2. Bidder's Tax Identification No. \_\_\_\_\_
3. Permanent main office address \_\_\_\_\_  
\_\_\_\_\_
4. When organized \_\_\_\_\_
5. If corporation, where incorporated \_\_\_\_\_
6. Number of years have you been engaged in the contracting business under your present firm or trade name \_\_\_\_\_
7. Contracts on hand: (Schedule these showing amount of each contract and the appropriate anticipated dates of completion) \_\_\_\_\_  
\_\_\_\_\_
8. General character of work performed by your company \_\_\_\_\_  
\_\_\_\_\_
9. Have you ever failed to complete any work awarded to you? If so, where and why? \_\_\_\_\_  
\_\_\_\_\_
10. Have you ever defaulted on a contract? If so, where and why? \_\_\_\_\_  
\_\_\_\_\_
11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed (use a separate sheet if necessary) \_\_\_\_\_  
\_\_\_\_\_
12. List your major equipment available for this Contract \_\_\_\_\_  
\_\_\_\_\_
13. List your experience in work similar to this project \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

16. Credit available \$ \_\_\_\_\_

17. Give Bank reference \_\_\_\_\_

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

\_\_\_\_\_

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

Dated \_\_\_\_\_ (Name of Bidder)

By \_\_\_\_\_

Title \_\_\_\_\_

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

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

\_\_\_\_\_ of \_\_\_\_\_

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

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20

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

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

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

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

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

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Signature of Authorized Signer

CERTIFICATION OF BIDDER REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

Bidder's Name \_\_\_\_\_

Address and Zip Code \_\_\_\_\_

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

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

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

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

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

Yes ( ) No ( ) Not Required ( )

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

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

\_\_\_\_\_  
Name and Title of Signer (Please Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

Official Address: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

SAMPLE

**CONTRACT FORMS**

## CONTRACT FOR SERVICES

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

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

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

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

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

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

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

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

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

All parts of the Work and all fixtures, equipment, apparatus and other items indicated on the Drawings and not mentioned in the Specifications, or vice versa, and all work and material usual and necessary to make the Work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, whether or not they are indicated on the Drawings or mentioned in the Specifications, shall be furnished and executed the same as if they were called for both by the Drawings and by the Specifications.

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**11. Obligations in Event of Termination:**

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

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

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

**13. Publicity, Publication, Reproduction and Use of Contract Products or Materials:** Unless provided otherwise by law or the City, title and possession of all data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for with City funds shall vest with the City at the termination of the Contract. The Contractor shall at all times obtain the prior written approval of the City before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected

under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor, or any of its subcontractors, publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the City shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication. The Contractor shall use reasonable means to inform the public that the City provides financial support for its operations and services by explicitly stating on publicity material, stationery, posters and other written materials, and on its premises the following: "This program is supported in part (in full) by the City of New London."

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

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

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

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

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

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

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

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

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

(b) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless

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

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

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

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

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

B. (a) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the Connecticut General Statutes; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor that relate to the provisions of this section and Section 46a-56 of the Connecticut General Statutes.

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

vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

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

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

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

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

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

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

**20. Compliance with Laws and Indemnification of the City of New London:** The Contractor shall comply with all applicable laws, rules, regulations, ordinances, orders or requirements of the State of Connecticut and any governmental authority relating to the delivery of the services specified in this Contract. The City may require the Contractor to pay fines, penalties, and damages that may arise out of or may be imposed because of, the Contractor's breach or failure to comply with the provisions of this Contract. Unless otherwise provided by law the Contractor shall indemnify and hold harmless the City, its agents, officers and employees against any and all liability, loss, damages, penalties, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay resulting from, arising out of, or in connection with the services performed or delivered under this Contract by reason of acts, inactions, omissions, negligence, reckless or intentional misconduct of the Contractor, its agent(s), officers, employees or subcontractors; provided that the Contractor is notified of any claim within a reasonable time after the City becomes aware of it, and the Contractor is afforded an opportunity to participate in the defense of such

claim. In such event, no negotiated settlement agreement shall be binding on the Contractor without the Contractor's concurrence.

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

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

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

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

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

OWNER:

CONTRACTOR:

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

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

Approved as to form:

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

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