REQUEST FOR BID

REQUEST FOR PROPOSAL

PREBID CONFERENCE: __________
TIME AND DATE: _______________
LOCATION: _____________________

GREENWICH POLICE DEPARTMENT FIREARMS RANGE INTERIOR
ITEM/CATEGORY IMPROVEMENTS & UPGRADE

LOCATION ________________ GREENWICH, CT

X BID SECURITY REQUIRED. (SEE ATTACHED)
X PERFORMANCE, MAINTENANCE & PAYMENT BOND REQUIRED. (SEE ATTACHED)
X STANDARDS/SPECIFICATIONS (ATTACHED)
X INSURANCE REQUIRED (SEE ATTACHED)
X MINIMUM PREVAILING WAGE PER STATE OF CONNECTICUT WAGE RATE SCHEDULE REQUIRED. (SEE ATTACHED)

PLEASE NOTE:

1. Sealed Bids/Proposals are due at the Town of Greenwich Purchasing Department on date noted. NO bids/proposals will be accepted after the date and time specified above. Whether the bid/proposal is sent by mail or commercial express service, the bidder/proposer shall be responsible for actual delivery of the bid/proposal to the PURCHASING DEPARTMENT before the deadline time. Bids/proposals received after the deadline time will not be considered. PLEASE CLEARLY INDICATE BID/PROPOSAL NUMBER ON LOWER LEFT-HAND CORNER OF ENVELOPE.

2. BIDS/PROPOSALS ARE NOT ACCEPTED BY FAX OR E-MAIL.

3. COMPANY NAME AND ADDRESS MUST CONFORM ON ALL DOCUMENTS INCLUDING INSURANCE DOCUMENTS. A POST OFFICE BOX ADDRESS IS NOT ACCEPTABLE.

4. Bid/Proposal number must appear on all bids and related correspondence.

5. The Town of Greenwich is exempt from Federal and State Taxes.

6. The Town will consider an alternate bid only if bidders have been permitted to provide an alternate bid. An alternate bid must be clearly identified as such in order to be considered by the Town.

7. Stated prices are to be FOB destination inside delivery, unless otherwise specified herein.

8. Terms and Conditions indicated on reverse.

Renata Michalski, Senior Buyer

An Affirmative Action/Equal Opportunity Employer, M/F/H
Bidders shall familiarize themselves with all provisions of the specifications and shall not at any time after submitting bid, dispute any of the specifications or assert that there was any misunderstanding in regard to the furnishing and delivering of the items called for in the proposal.

The Town of Greenwich reserves the right to issue addenda as needed on bids/proposals. The Town of Greenwich reserves the right to reject any and all bids not deemed to be in the best interest of the Town of Greenwich, or to accept that bid which appears to be in the best interest of the Town of Greenwich. The Town of Greenwich reserves the right to waive any informalities in or reject any or all bids, or any part of any bid.

References to a particular trade name or manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the Town of Greenwich. They should not be construed as, nor are they intended to exclude proposals on other types of materials, equipment and supplies. However, the bidder, if awarded a contract will be required to furnish the particular item referred to in the specification or description unless a departure or substitution is clearly noted and described in the proposal.

Respondents shall provide one proposal and bidders one bid price for each specified required line item with no more than one total lump sum bid, unless allowed to do otherwise by the solicitation. Respondents shall provide no more than one bid reply unless allowed by the solicitation. Bidders shall not include in their prices any Federal or State taxes from which the Town of Greenwich is exempt.

The successful bidder/s shall indemnify the Town of Greenwich against all losses, claims, actions and judgments brought or to be brought in law or equity, by or on behalf of the Town of Greenwich or any other public or private body, by reason of any injury or damage to persons or property arising out of or by reason of any acts, defaults, or omissions of the contractor or subcontractor or of their employees, agents or representatives in connection with the performance of any contract.

The Town of Greenwich reserves the right to make awards on an item by item, total or lump sum basis. Where an award is made on an item by item basis, the unit price prevails. The Town reserves the right to make award in best interest of its own operation. All awards are contingent upon certification by the Town Comptroller that funds are available in appropriate accounts.

It is understood that prices shall hold firm and prevail for the actual quantities required or ordered as needed during the life of the contract whether more or less than estimated quantities. Unit prices shall not be subject to any increase during the life of the contract.

All deliveries are to be made within the time period specified in the bid proposal upon receipt of written purchase order or authorized verbal requests except as may be otherwise arranged by Supplier and Purchaser. Receipt of contract is not authority to ship. Emergency deliveries are to be made within twenty-four (24) hours from receipt of a telephone request from the Town of Greenwich. All deliveries are to be made on business weekdays between the hours of 9:00 A.M. and 4:00 P.M. except as may be otherwise arranged by the Supplier and Purchaser.

In the event deliveries are not made as specified to a Town delivery point, the Town of Greenwich shall reserve the right to purchase any such bid item on the open market and to charge any increase in price paid over the current contract price to the account of the vendor.

All bids will be awarded or rejected within sixty (60) days of bid opening date or for the stated period of validity, if different. Therefore, bidder agrees that prices will remain firm for acceptance for that period.

Terms of payment to the Contractor shall be net/30 days after receipt of invoice and acceptance and approval of the services by the Town of Greenwich.

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The contractor, however, will take affirmative action to insure that minority group members are employed and are not discriminated against during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding a notice advising the labor union or worker's representative of the contractors' commitments under this specification and under rules, regulations and orders promulgated by the State.

"Affirmative Action" means procedures which establish hiring and employment goals, timetables, and practices to be implemented, with good faith efforts, for minority group members.

"Minority Group Members" as identified in EEO-4 reports shall mean Black, Hispanic, Asian or Pacific Islanders, American Indian, and Alaskan Natives.

The contractor or subcontractor offers and agrees to assign to the public purchasing body all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangible of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.
TOWN OF GREENWICH, CT
REQUEST FOR PROPOSAL #7508 DEADLINE: 8/14/19 AT 3:00 PM

GREENWICH POLICE DEPARTMENT FIREARMS RANGE INTERIOR IMPROVEMENTS & UPGRADE

The Town of Greenwich Purchasing Department, on behalf of the Department of Public Works, is seeking proposals to upgrade and make improvements to the Town’s existing Firearms Range, as per the requirements of this RFP.

SCOPE OF WORK

Utilizing the following information and the attached referenced drawings, develop a proposal to convert the existing target range to a tactical range. Proposals are to be complete with explanations describing all work to be performed.

All items identified in the following documentation must be included with a solution in the returned proposal. A Selection Committee will score each presentation on a numeric grading system based on several pre-determined aspects of the presentations. (See Presentation Goals & Score Sheet, Exhibit J) Once all the scores have been tabulated, the Selection Committee will determine the candidate whose proposal and experience best meets the Town’s needs. Only then will an award be issued for the contract.

The Town of Greenwich Police Department exclusively utilizes a Firearms Range located at 451 Steamboat Road in Greenwich CT. This facility was created in 1985 by adding a second floor to an existing building that the Town was leasing to a private Pistol and Revolver Club. The current second floor Police Range is a traditional 25-yard range with 6 shooting lanes.

To ensure the safety of all who utilize this range, since 2016, the Police Department only uses non-lead frangible ammunition.

The Police Department in conjunction with the Town’s Department of Public Works is seeking proposals to upgrade the range and its equipment to match current Department training techniques.

Based on the following parameters, the Town of Greenwich is seeking proposals for this work.

Attached are scalable plans and elevations of the current range and proposed internal modifications for the classroom/office area, Exhibit D.

Timeframe

The timeframe for this project is from December 2019 to July 2020.

Range Upgrade & Improvements – Existing Conditions and Outline of New Requirements

Important

The new range will continue to only use lead free ammunition. The Town will not accept any proposal that suggests or implies a design that utilizes lead ammunition.

Range Operations - Convert the range from its current traditional target range to a tactical range. Include replacement of existing targeting devices with one (1) “running man” floor or suspended track target and six (6) ceiling mounted motorized inverted rotating targets.

The new targeting devices as well as the new range lighting will need to be controlled via a hand held wireless computer tablet.
The Department needs to retain the ability to perform annual officer firearm qualifications on a 25-yard target range.

**Ballistic Protection** – The current ballistic protection is a combination of Tectum panels on the range side walls from the shooting line to the bullet trap. Heavy gauge steel plates are used for deflection at critical locations. The Tectum panels are also suspended from the ceiling in a reverse angle pattern as shown on the drawings of the existing range.

With the conversion to a tactical range, the ballistic protection of the walls and ceiling will need to be addressed as well as the ballistic protection on the new wall between the range and classroom.

**Bullet Trap** - The existing bullet trap is a steel frame set at a sloped angle. Smaller steel plates are hung from the frame. Gaps between the frame and plates allow the spent bullet to drop behind the trap. In moving forward with the range improvements and acknowledging there will be no future use of lead ammunition, and the conversion from a target to tactical range, all proposals must suggest the best type of bullet trap to be employed.

As previously stated, the range now uses only non-lead frangible ammunition, however, other non-lead ammunition types are available. The proposals must discuss the type of bullet trap needed for a tactical range in relationship of ammunition to be used in conjunction with the trap being proposed.

The Police Department also uses this range for annual shotgun qualification of 12 GA. rifled slugs and would also like to have the ability to test fire and sight patrol carbines (5.56/.233) on a limited use. The proposals need to discuss the availability of non-lead ammunition types in these calibers and how the type of ammunition suggested will interact with the bullet trap being recommended for a tactical range.

Whatever method is suggested for a bullet trap, a full maintenance procedure and a projected yearly cost to maintain the trap are required and must accompany the proposal.

**Ventilation System - Exhaust, Intake & Control**

The range ventilation has been modified since being originally installed and consists of an air in-take unit that passes fresh outside air through three individual natural gas fired furnaces and then discharges above and behind the shooters. The exhaust duct is located above the bullet trap and is connected to an exterior mounted filter bank and exhaust fan on the range roof.

Exhaust – The existing exhaust ductwork runs the width of the range and is located above and to the rear of the bullet trap. The duct has a 4” wide cut in its side to allow the range air to be exhausted out of the building. The ductwork leaves the interior of the building and connects to a double filter frame and belt driven exhaust blower on the roof. Since changing from lead to non-lead frangible ammunition, only one set of filters have been used in the filter frame.

Fresh Air Intake – An intake fan with built in filter frame, brings in fresh air into the building via a duct that splits into three legs. Each duct leg runs thorough a separate natural gas fired furnaces (3). After leaving the furnaces, the air enters a distribution duct that is the width of range, equipped with adjustable louvers, and is located above and behind the existing shooting stations. The furnace function is to deliver warm air to the range during the winter season.

Controls – The exhaust and intake fans are interlocked and operate with a single wall switch. The exhaust fan is controlled by a variable frequency drive that is programmed to ramp up the fan motor RPM to create a negative (−.05”) interior atmosphere in relation to the current outside air pressure. At full fan speed, (60 Hz.) the exhaust fan CFM will slightly exceed the static intake fan volume to create a negative pressure.

Ventilation Issues:

a. An independent air volume meter device was installed to measure the actual exhaust air volume as it leaves the building. A digital display is mounted down range and the Range Officers have been instructed not to operate the range if this reading is below 10,000 CFM.
b. Because the natural gas fired furnaces are located within the range, the air used for fuel combustion is the same negative air within the range. There is insufficient draft to allow the furnace(s) to properly operate. Instances of flame outs and flame blow back is a common occurrence.

c. The location and angle of the existing fresh air distribution louvers behind the shooting position appear to create currents down range that impact the efficient flow of air. With multiple shooters or rapid fire, gases and smoke from firing lingers at the firing line.

d. The angled ceiling configuration of the existing range is not fully enclosed. The reverse angle is open at the top allowing the air space above the ceiling to be included in the cross section area calculation which reduces exhaust and air flow efficiencies.

Ventilation Resolutions – The Town is seeking a totally new and efficient ventilation system that moves the proper air volume down range.

1. Discuss the exhaust filtering requirements needed with the type of non-lead ammunition suggested.
2. Relocate the furnaces that supply warm during the winter to outside of the range environment.
3. Electronic monitoring of air exhaust that is easily interrupted by the range officers.
4. New electronic control package that monitors the individual components and is operated by a single interlocked switch.
5. The need for a variable frequency drive is not a requirement.

Range Lighting – The existing fluorescent lighting is typical to a target range environment. It’s operated by 120 volt light switches and only provides a single lighting level. The Police Department has installed additional lighting types, but it is not an integrated system.

With the conversion to a tactical range, a lighting system that produces several lighting scenarios, from a fully lighted range to lighting that simulates various environments that a Police Officer might encounter, is required. The new lighting system should be fully controlled by the same handheld wireless computer tablet used for the control of the new targeting devices.

Interior Alterations

In discussions with the Range Officers and Police Department Administration, a rehabilitation of the range would not be complete without improving the classroom & office areas. While this RFP only deals with the range portion of the project, respondents need to understand the full Scope of Work of this project.

Range Classroom/Office Area- A plan to demolish and rearrange the classroom and office area has been completed. This plan centers on eliminating the existing control room and relocating the dividing wall between the classroom and the range. Depending on the accepted proposal for the range rehabilitation, this plan will need to be adjusted. This work will not be included in the proposals’ Scope of Work; however, coordination between the plans will be essential.

Range Demolition – It is assumed that the demolition of the existing shooting booths, target retrieval system, Tectum ceiling (shooting area & down range), lighting, intake air ductwork, furnaces and the exhaust plenum will be needed.

Depending on the accepted proposal, the existing bullet trap and the ballistic Tectum side walls could also be removed. Understanding that the range has a long history of lead ammunition usage, all of the above demolition will need to be conducted as a lead abatement project. The Town has yet to determine the best method to undertake this task. Therefore, proposals submitted shall not include the cost for demolition. The proposals are to assume that the range will be empty of all items currently in place except for those attributes that the awarded proposal requires.
Presentation Goals

As previously stated, all items identified in the RFP must be included with a solution, in the submitted proposal. The Selection Committee will score each presentation on a numeric grading system based on the following Presentation Goals and the attached Score Sheet, Exhibit J. Once all the scores have been tabulated, the Selection Committee will determine the candidate whose proposal best meets the Town’s needs and an award will be issued.

In order to be considered responsive and to be evaluated on the Score Sheet, all proposals must fully address all items below with a solution. Ignoring and/or eliminating any question without a discussion will invalidate/disqualify the presentation.

1. Best method to covert the existing target range to a tactical range.
   a. Proposed new targeting equipment.
   b. Integration of wireless computer tablet control for targets and range lighting.
   c. Ability to perform annual officer firearm qualifications on a 25-yard target range.

2. Bullet trap replacement and/or renovation
   a. Proposed bullet trap method and ammunition type.
   b. Maintenance requirements and yearly maintenance cost.
   c. Ability to meet occasional shotgun and rifle requirements with ammunition type.

3. Ventilation Improvements
   a. Proposed method, operation and control for ventilation system.
   b. Modification and/or replacement of range intake air fan/filter and furnace(s), range exhaust duct, exhaust fan and filters, and relocation of intake ductwork to improve air flow down range.
   c. Who is the CT licensed Professional Engineer that will design the ventilation system? *Note: The engineer designing this system *MUST* be licensed in Connecticut.

4. Ballistic Protection
   a. Discuss how to modify and/or replace existing Tectum ballistic panels to operate in tactical range environment.
   b. If new ballistic material is required discuss type and performance of the new material by caliber and range.
   c. Proposal to show extent of ballistic protection to include all walls, ceiling and shooting area.
   d. Discuss how the ballistic ceiling is to be hung and what materials will be used.

5. Range Lighting
   a. Proposal to provide various lighting types and levels.
   b. Integration of lighting controls with wireless computer tablet in item 1b.

6. Discussion of unforeseen issues, proposal to include:
   a. Any concerns or obstacles in the execution of your proposal?
   b. Does the existing range height, width and length meet the requirements of your proposal?
   c. Does the down range exterior service door present any issues?

7. Overall Presentation
   a. Completeness of presentation that addresses and resolves all issues presented.
   b. Provide a visual concept of your proposal.

Building Inspection

The building is open for inspection, weekdays from 9:00 am to 2:00 pm. Contact Alan Monelli, Superintendent of BC&M, to arrange a building inspection. Telephone (203) 622-7743.
Issuing Authority

Ms. Renata Michalski, Senior Buyer, has been designated to be responsible for the conduct of this project. Any inquiries or requests regarding the project must be submitted in writing to Ms. Michalski to the address below by Tuesday, July 30th, 2019 at 11 A.M.

Town of Greenwich Purchasing Department
101 Field Point Road
Greenwich, CT 06830
Email: rmichalski@greenwichct.org

Issuance of Addenda

The Town of Greenwich reserves the right to amend this solicitation by addenda. Addenda will be posted to the Town’s website (www.greenwichct.org/bids) up to 48 hours in advance of the proposal’s due date and time. **It is the respondent’s responsibility to check the Town’s website for addenda.** If in the Town’s opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. In addition, addenda can change specifications, Reply Sheets, and times and dates for pre-bid meetings as well as due dates/deadlines for questions and proposals. **No notification of addenda issuance will be made other than on the Town’s website.**

Taxes

The Town of Greenwich is exempt from the payment of taxes imposed by the federal government and or state of Connecticut, and such taxes shall not be in the prices.

Packaging

Each proposal must be sealed to provide confidentiality of the information prior to the submission date and time. Please note the RFP # on the outside of the package. The Town will not be responsible for premature opening of proposals not properly labeled.

Price Guarantee / Duration of Proposal

Proposals will remain in effect for a minimum period of sixty (60) days from the deadline for submission of the proposal.

Contract Format

The Town of Greenwich has included as part of the RFP, Exhibit C, the Agreement Contract format, which shall be used for this service.

Withdrawal of Proposals Prior to Deadline

A Respondent wishing to withdraw a proposal prior to the deadline may do so by preparing a formal written request on company letterhead. The person who signs the letter must be the same person who signs the reply sheets. The Town will verify that the signature on the letter matches the signature on the reply sheets.

The Town will also verify the request to withdraw the proposal by calling the Respondent at the telephone number supplied on the reply sheets.

After the Town is satisfied that a request to withdraw a proposal before the established deadline is valid, the proposal will be returned to the Respondent. The Respondent may then withdraw completely from the proposal process, or may modify the proposal and resubmit before the deadline.
Withdrawal of Proposals After the Deadline

If bid security is required and a Respondent does not honor his/her proposal for the specified time, the bid check shall become the property of the Town; or, if a bid bond was furnished, the bid bond shall become payable to the Town.

After the proposal deadline has passed, the submitted proposals become the property of the Town and are valid offers to be honored by the Respondent for sixty (60) days or longer, as specified in the Request for Proposal. Respondents who do not honor their proposals for the sixty (60) day (or as specified) period, shall be declared irresponsible Respondents.

Preparation Costs

The Respondent shall be responsible for all costs incurred in the development and submission of their proposal. **All submissions become property of the Town of Greenwich.**

Reservation of Rights

The Town of Greenwich reserves the right to reject any and all proposals not deemed to be in the best interest of the Town, or to accept that proposal which appears to be in the best interest of the Town. The Town reserves the right to waive any and all formalities or reject any or all proposals or any part of any proposal.

Insurance Requirements

The **awarded** vendor will be required to provide insurance coverage as specified on the Insurance Requirements Sheet, **Exhibit A**, of this RFB. The **Acord certificate of insurance form** must be executed by your insurance agent/broker and returned to this office. The most current Acord form should be used for insurance documentation purposes. **Company name and address must conform on all documents including insurance documentation.** It is required that the agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the “Description of Operations” field. **It must be confirmed on the Acord Form that the Town of Greenwich is endorsed as an additional insured by having the appropriate box checked off and stating such in the “Description of Operations” field. Contractor’s insurance must be primary and non-contributory.**

A letter from the **awarded vendor’s** agent/broker certifying that the Town of Greenwich has been endorsed onto the general liability policy as an additional insured is also **mandatory.** This letter shall be addressed to the Town’s Director of Purchasing and **must follow exactly the format of the letter attached as Exhibit B. It must be signed by the same authorized individual representative who signed the Acord form. Both the certificate of insurance and the letter must be signed by the same authorized representative.** If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional agent/broker letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation.

The Contractor shall be responsible for maintaining the above insurance coverages in force to secure all of the Contractor’s obligations under the Contract with an insurance company or companies with an AM Best Rating of A:VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Connecticut Insurance Department.
The vendor shall submit with the proposal the signed, original "Insurance Procedure" form, page 18, which states that the vendor agrees to provide the specified insurance coverage for this proposal at no additional charge above any insurance charge declared in the proposal.

**Bid Security**

Each proposal must be accompanied by an original Bid Bond with a raised seal prepared on the form of Bid Bond attached hereto as EXHIBIT E duly executed and acknowledged by the respondents, as principal, and by a surety company qualified to do business in the State of Connecticut and satisfactory to the Town, as surety.

The Bid Bond shall be 5% of the total lump sum of the proposal and shall be enclosed in the sealed envelope containing the proposal. Each bid bond may be held by the Town as security for the fulfillment of the respondent's 'agreement' set forth on the proposal Reply Sheets. Should the respondent fail to fulfill such agreements the Bid Bond shall become payable to the Town, as liquidated damages, otherwise, the bid bond shall become null and void.

**Performance Maintenance and Payment Bond**

For contracts that require a Performance, Maintenance and Payment Bond, the Contractor shall maintain all of the specified required insurance coverage and continue to document the specified required insurance coverage for one (1) year after completion of the work of the contract (or other such time as the contract or other agreement requires)

For proposals greater than $100,000, the awarded respondent will be required to furnish a Performance, Maintenance and Payment Bond on the Town of Greenwich form which follows in Exhibit F (attached) in the amount of the Gross Sum of the contract, including allowance for contingencies and extra work, and/or contract price within seven (7) days of the award. The bond must be duly executed and acknowledged by said respondent as principal and by a surety company qualified to do business under the laws of the State of Connecticut and satisfactory to the Town, as surety, for the faithful performance of the contract and payment for labor and materials. The respondent shall pay the premium for such bond. A letter from the bonding company, stating that the Performance Bond can be obtained within seven (7) days of request, should be provided with the proposal.

**PREVAILING WAGE RATES; CONSTRUCTION SAFETY AND HEALTH COURSE**

Except as noted below, the respondent shall comply with the current provisions of Section 31-53 of the General Statutes of the State of Connecticut, a part of which is quoted as follows.

"The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee or welfare fund, as defined in subsection (h) of section 31-53 of the General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person’s wages the amount of payment or contribution for such person’s classification on each pay day."

All Contractors and subcontractors shall submit certified weekly payrolls, on forms furnished by the Town, for all contracts meeting the aforementioned monetary limits. The certified payrolls shall be submitted with the Contractor's monthly certificate for payment. The wage schedule for this project is attached as Exhibit G.
Section 31-55a of the General Statutes of the State of Connecticut provides that the prevailing wage rates applicable to any awarded contract or subcontract are subject to annual adjustments each July 1st for the duration of the project.

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

It is the Contractor’s responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor’s web site. The annual adjustments will be posted on the Departments of Labor web page: www.ctdol.state.ct.us. For those without Internet access, contact the division listed below.

The Contractor shall also furnish proof with the weekly certified payroll for the first week each employee begins work that any person performing the work of a mechanic, laborer or worker has completed a course of at least ten (10) hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration (OSHA) in accordance with Connecticut General Statutes Section 31-53b and regulations adopted by the State of Connecticut Labor Commissioner. The provisions of this section shall not apply where the total cost of all work to be performed by all Contractors and subcontractors in connection with new construction of any public works project is less than four hundred thousand dollars ($400,000) or where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than one hundred thousand dollars ($100,000).

Questions can be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at 860-263-6790.

NON-CONNECTICUT CONTRACTORS

The Town of Greenwich is requiring that for construction bids at or above $200,000 the Nonresident Contractor must have obtained verified status from the Department of Revenue Services in the State of Connecticut and provide a copy of the letter of verification with the bid. A bidder is a Nonresident Contractor if it does not maintain a regular place of business in Connecticut. The Town’s threshold of $200,000 is $50,000 lower than the State of Connecticut’s threshold of $250,000 for the verification requirement.

The State of Connecticut Department of Revenue Services Special Notice, SN 2012(2) is included with this Request for Proposal as Exhibit H. This document provides the full definition of “Nonresident Contractor” and describes the State of Connecticut’s process for verification.

Any questions relating to the verification process can be directed to the phone numbers given under the heading “For Further Information” on page 4 of Special Notice SN 2012(2).

It is recommended that potential respondents begin the State’s verification process as soon as possible in order to have adequate time to receive the letter of verification and present it with their proposal.

A proposal at or over $200,000 from a nonresident contractor will not be considered responsive if the contractor has not achieved verified status at the due date and time for the proposal. The exception to this requirement shall be if there has been one respondent only in a particular proposal process or the Town determines that it is in its best interests to waive this requirement. In this case, the Town reserves the right to modify this requirement. However, any modification to this requirement shall be in compliance with the State of Connecticut Department of Revenue Services Special Notice, SN 2012(2).

If the Town waives the verification requirement for a nonresident contractor, the Town shall withhold 5% of all payments made to the contractor to cover taxes due to the State of Connecticut. Payments withheld from the nonresident contractor may be released if proof of verification status in the form of a letter of verification is received. Payments withheld from the nonresident contractor may also be released to the contractor if the contractor has filed a surety bond, Form AU-964 Exhibit I, with the Department of Revenue Services in the amount equal to 5% of the total contract price including any change orders.
TOWN OF GREENWICH, CT
REQUEST FOR PROPOSAL #7508 DEADLINE: 8/14/19 AT 3:00 PM

GREENWICH POLICE DEPARTMENT FIREARMS RANGE INTERIOR IMPROVEMENTS & UPGRADE

REPLY SHEET (Page 1 of 5)

Respondents to submit one (1) original and five (5) copies of the proposal. The original proposal must be signed in ink. Respondents should also submit one (1) CD or one (1) Flash Drive containing the complete original proposal.

Respondent to submit all Reply Sheets with the written proposal (which fully outlines the work to be performed).

Reminder:

a. The Town will not accept any proposal that suggests or implies a design that utilizes lead ammunition.

b. The cost of demolition shall not be included.

c. The complete Lump Sum Price below is to include all labor, material and equipment necessary to undertake and complete the Scope of Work as a turnkey installation. The price will also include a Performance Maintenance Bond (submitted upon award) which is equal to the Lump Sum Price. Prevailing wages apply. All work is to be performed by Connecticut licensed electricians and HVAC mechanical firms. The Town will pre-pay for the building permit for this work. The individual trades will have to apply for a no cost building permit to cover their Scope of Work.

Complete Lump Sum Price to undertake all improvements $ ________________

Number of days to complete Scope of Work. _______________ days

Please Note:
There is a limited mark-up on change notices, up to 8%.

RESPONDENT'S COMPANY NAME: ________________________________

AUTHORIZED SIGNATURE: ________________________________
EXCEPTIONS

The Respondent shall list below any exceptions that are being taken to the language of this RFP, and/or to the contract format. Insurance requirements have been established by the Risk Manager and will not be altered.

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RESPONDENT'S COMPANY NAME: ________________________________

AUTHORIZED SIGNATURE: ________________________________
REFERENCES
Respondent shall list below the names and telephone numbers of five (5) customers/references for which they have provided services similar to the ones described in this RFP:

<table>
<thead>
<tr>
<th>REFERENCE</th>
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Respondent shall list below all subcontractors (if any) that will be used to work on this project:

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<tr>
<th>SUBCONTRACTOR NAME</th>
<th>CITY, STATE</th>
<th>TYPE OF BUSINESS</th>
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RESPONDENT'S COMPANY NAME: ________________________________

AUTHORIZED SIGNATURE: _________________________________
Non-collusion Language

In submitting this proposal, the undersigned declares that this is made without any connection with any persons making another proposal on the same contract; that the proposal is in all respects fair and without collusion, fraud or mental reservation; and that no official of the Town, or any person in the employ of the Town, is directly or indirectly interested in said proposal or in the supplies or work to which it relates, or in any portion of the profits thereof.

Compliance with Ethics Code

In submitting this proposal, the undersigned further declares that it has not, and will not, induce or attempt to induce any Town of Greenwich employee or officer to violate the Greenwich Code of Ethics in connection with its offer to provide goods or services under, or otherwise in the performance of, such contract.

The undersigned further understands that the above declarations are material representations to the Town of Greenwich made as a condition to the acceptance of the proposal. If found to be false, the Town of Greenwich retains the right to reject said proposal and rescind any resulting contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said proposal and contract or purchase order.

RESPONDENT INFORMATION:

COMPANY NAME

ADDRESS

TELEPHONE # FAX#

E-MAIL ADDRESS

WEB SITE

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

STATE OF CT TAXPAYER ID #

FEDERAL TAXPAYER ID #

INCORPORATED IN THE STATE OF

Corporate Seal □Yes □No
TOWN OF GREENWICH, CT
REQUEST FOR PROPOSAL #7508 DEADLINE: 8/14/19 AT 3:00 PM
GREENWICH POLICE DEPARTMENT FIREARMS RANGE INTERIOR IMPROVEMENTS & UPGRADE
REPLY SHEET (Page 5 of 5)

Non-collusion Language (continued)

The Greenwich Code of Ethics can be found at www.greenwichct.org. Relevant provisions of the Code of Ethics state as follows:

DEFINITION. (1) Indirect interest, without limiting its generality, shall mean and include the interest of any subcontractor in any prime contract with the Town and the interest of any person or his immediate family in any corporation, firm or partnership which has a direct or indirect interest in any transaction with the Town. (2) Substantial financial interest shall mean any financial interest, direct or indirect, which is more than nominal and which is not common to the interest of other citizens of the Town. (3) Town officer shall mean and include any official, employee, agent, consultant or member, elected or appointed, of any board, department, commission, committee, legislative body or other agency of the Town. (4) Transaction shall mean and include the offer, sale or furnishing of any real or personal property, material, supplies or services by any person, directly or indirectly, as vendor, prime contractor, subcontractor or otherwise, for the use and benefit of the Town for a valuable consideration, excepting the services of any person as a Town officer.

GIFTS AND FAVORS. No Town officer or his immediate family shall accept any valuable gift, thing, favor, loan or promise which might tend to influence the performance or nonperformance of his official duties.

IMPROPER INFLUENCE. No Town officer having a substantial financial interest in any transaction with the Town or in any action to be taken by the Town shall use his office to exert his influence or to vote on such transaction or action.

By signing below, the undersigned declares that he/she has read the non-collusion language contained herein and agrees to abide by its contents:

AUTHORIZED SIGNATURE ____________________________________
PRINT NAME ___________________________________________
COMPANY NAME _______________________________________

CONTRACT SIGNATURE

The respondent shall indicate below, the full name, title, and the complete mailing address of the authorized person (i.e., officer of the company) who will sign the contract (if one is needed) for this procurement:

__________________________________________
__________________________________________
__________________________________________

Page | 13
Vendor Information & Signatory Form  
For all Contracts Equal to or Greater than $250,000

**Vendor Name:** ________________________________

**Primary Business Address:** ____________________________________________________________

**Telephone:** ______________________ Fax: ______________________ Email: ______________________

**Web Site:** ______________________

**Secondary Business Location (if any):**

**Business Address:** ____________________________________________________________

**Telephone:** ______________________ Fax: ______________________ Email: ______________________

**Web Site:** ______________________

**Business Address:** ____________________________________________________________

**Telephone:** ______________________ Fax: ______________________ Email: ______________________

**Web Site:** ______________________

**Type of Entity:** Corporation: __________ Type of Corp.: __________ LLC: __________

**Partnership:** __________ Joint Venture: __________ Sole Proprietorship: __________

**Other (please describe):** __________________________

1. **CT State Business License Number (if applicable):** __________________________

   **State Agency issuing license:** __________________________

2. **Number of years in business under entity name:** __________________________

3. **Provide below the full names of entity’s owners (> 20% ownership), officers and managers. (use a separate sheet of paper if necessary)**

   __________________________________________

   __________________________________________

   __________________________________________

4. **Has the entity changed its name within the past 3 years?**

   a. YES D NOD

5. **If yes, provide former name(s):** __________________________

6. **Have there been any recent (within the last three years) changes in control/ownership, 2%+1% of the entity?**

   a. YES D NOD

7. **If yes, explain. (use a separate sheet of paper if necessary)**

8. **Have officers or principals of the entity ever had any license suspended or revoked (other than Driver’s License) for any reason?**

   a. YES D NOD

9. **If yes, please explain. (use a separate sheet of paper if necessary)**

10. **Is the entity or has the entity, or any of its principals, officers, members or owners ever been a party to or involved in any US civil, criminal, antitrust violation, regulatory action, settlements, lawsuit or other legal action involving the Town of Greenwich or any other municipality in the States of CT or NY related to the vendor’s business activities?**

    a. YES D NOD
Vendor Information & Signatorv Form (continued)

11. If the answer to question number 10 Is 'yes', please explain below. (use a separate sheet of paper if necessary.)

_________________________________________________________________________________________________________________________________________________
_________________________________________________________________________________________________________________________________________________

12. Has any principal, officer, member or owner of the undersigned entity within the last three years been a principal, officer, member or owner of any entity that has filed for bankruptcy or been voluntarily or involuntarily dissolved?
   a. YES ○ NO ○

13. Name and title of person completing / responsible for submission of this bid or contract and the responses to this questionnaire:
_________________________________________________________________________________________________________________________________________________

14. Telephone number and email address for person identified in questions #13:
   Phone No.: ___________________________ Email Address: ___________________________

15. If requested by the Town during the solicitation process, the vendor hereby agrees to provide the Town with copies of the most recent three (3) years of Loss History Reports for all lines of insurance coverage from its insurance carrier (as named herein) for all contracts and RFPs/RFQs/RFBs equal to or in excess of $250,000.
   a. YES ○ NO ○

Name of Insurance Carrier: ____________________________________________

The loss history reports shall include claims data for all fifty US states; detail of each claim for the past three years for AL, GL, WC; and a summary page with the annual total claim amounts for the past three years for AL, GL, and WC.

16. Have any claims been made against the entity's performance bond? YES ○ NO ○

17. Please indicate whether your entity is currently debarred from doing business in the State of Connecticut or any other state.
   a. YES ○ List of states: ____________________________________________ NO ○

18. Please indicate whether your entity has ever been convicted of OSHA violations.
   a. YES ○ (Attach separate page(s) with explanation.) NO ○

With regard to item No.17 and 18, the vendor understands and agrees that it has a continuing obligation to inform the Town of any OSHA violation and if it is debarred from doing business in the State of Connecticut or any other State after it has submitted this Vendor Information Form. The Vendor understands and agrees that its obligation to keep the Town informed of any change in status continues up to and including the time of award of the contract and if vendor is awarded the contract, its obligation shall continue during the entire duration of the contract.

19. Provide below an inventory list of all major equipment owned by the entity that would be used on this project:
_________________________________________________________________________________________________________________________________________________
_________________________________________________________________________________________________________________________________________________
_________________________________________________________________________________________________________________________________________________

20. Provide a complete list of the entity's current public customers located in the State of Connecticut:

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<tr>
<th>CUSTOMER</th>
<th>ADDRESS</th>
<th>CONTRACT ANNUAL AMOUNT</th>
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FAILURE TO COMPLETE THIS FORM OR FAILURE TO PROVIDE THE NECESSARY BACK UP INFORMATION FOR ANY QUESTION ON THIS FORM MAY RESULT IN DISQUALIFICATION.

Signature: ___________________________ Date: ___________________________

Print Name and Title: ___________________________
Pursuant to Town of Greenwich, Chapter 15: Utilities, Town Code, Ordinance Prohibiting Waste Associated with Natural Gas and Oil Extraction:

"We, ______________________________________________________

hereby submit a bid for materials, equipment and/or labor for the Town of Greenwich. The bid is for bid documents titled

We hereby represent, warrant and agree that no natural gas waste or oil waste will be used by the undersigned bidder or any contractor, sub-contractor, agent or vendor in connection with the bid; nor will the undersigned bidder or any contractor, sub-contractor, agent or vendor thereof apply any natural gas waste or oil waste to any road or real property within the Town of Greenwich as a result of the submittal of this bid if selected."

Date

Signed

Print Name

Company

Address
RFP #7508

STATEMENT OF PROPOSING COMPANY'S QUALIFICATIONS

Company Name _____________________________________________
Address _______________________________________________________
Phone Number __________________ Fax No. ___________________________
When organized ___________________________________________________
State of incorporation _____________________________________________
How many years has company been engaged in business related to this proposal under the present company's name: _____________________________
Contracts now in hand (gross amount) _________________________________
Company Officers _______________________________________________________

Have you ever defaulted on a contract or failed to complete a contract within the specified time?
☐ Yes  ☐ No
If so, please explain: ________________________________________________

Proposer agrees prices will remain firm for ________ days.

AUTHORIZED SIGNATURE ____________________________________________
PRINT NAME _______________________________________________________
TITLE _____________________________________________________________
TEL. NO. __________________ EMAIL ADDRESS ___________________________
TAXPAYER IDENTIFICATION NO. ________________________________
TOWN OF GREENWICH, CT

INSURANCE PROCEDURE FORM

THE RESPONDENT SHALL RETURN THIS COMPLETED FORM WITH THE PROPOSAL. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE PROPOSAL.

The respondent shall take the Insurance Requirement Sheet (Exhibit A) to the respondent’s insurance agent/broker upon receipt of the proposal documents. The respondent and the agent/broker shall familiarize themselves with the required levels of insurance, and the documentation process necessary for the successful development of a contract with the Town of Greenwich, CT for this project.

The respondent shall determine if existing insurance coverage is sufficient, or if any costs for new or additional coverage is required for the specified work noted in this Request for Proposal. Any proposals which contain exceptions to the insurance requirements may be considered nonresponsive and may be rejected.

STATEMENT OF RESPONDENT AND RESPONDENT'S AGENT/BROKER:

We have read the insurance requirements for this project and confirm that we are willing and able to document the required levels of coverage as the Town of Greenwich, CT has specified. The proposal pricing submitted reflects all insurance costs for this project.

If awarded this contract, the complete and correct insurance documentation shall be submitted to the Town of Greenwich, CT within ten (10) days after the date of the award of the contract.

Respondent’s Company Name: __________________________________________

Authorized Respondent’s Signature: ____________________________________

Date: __________________________________________________________________

Respondent’s Insurance Agent/Broker’s Company Name: ______________________

Authorized Agent/Broker’s Signature: ______________________________________

Date: __________________________________________________________________
Insurance Requirement Sheet

Insurance Requirements: Before starting and until final completion and acceptance of the work called for in the Contract and expiration of the guarantee period provided for in the Contract, the Contractor and its subcontractors, if any, shall procure and maintain insurance of the types and amounts checked in paragraphs A through F below for all Contract operations.

☒ A. General Liability, with minimum coverages for combined bodily injury and property damage liability of $2,000,000 general aggregate, $1,000,000 per occurrence including:

☐ 2. Town as additional insured. Contractor’s insurance must be primary and non-contributory.
☐ 3. Owners and Contractors Protective Liability (separate policy in the name of the Town).

☒ B. Comprehensive Automobile Liability, with minimum coverages of $1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.

☒ C. Excess Liability, with minimum coverage of $5,000,000 in umbrella form, or such other form as approved by Town Department Head and Risk Management Director.

☒ D. Workers' Compensation and Employer's Liability, with minimum coverages as provided by Connecticut State Statutes.

☐ E. Professional Liability (for design and other professionals for Errors and Omissions), with minimum coverage of $1,000,000. If the policy is on a claims-made basis, coverage shall be continually renewed or extended for three (3) years after work is completed under the Contract.

☐ F. Other (Builder's Risk, etc.): ____________.

☒ G. CERTIFICATE HOLDER: TOWN OF GREENWICH
ATTN: PURCHASING DEPT. (Also fill in on ACORD Certificate of Insurance) 101 Field Point Road, Greenwich, CT 06830.

The Acord certificate of insurance form must be executed by your insurance agent/broker and returned to this office. The most current Acord form should be used for insurance documentation purposes. Company name and address must conform on all documents including insurance documentation. It is required that the agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the “Description of Operations” field. It must be confirmed on the Acord Form that the Town of Greenwich is endorsed as an additional insured by having the appropriate box checked off and stating such in the “Description of Operations” field. A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich has been endorsed onto the general liability policy as an additional insured is also mandatory. This letter must follow exactly the format provided by the Purchasing Department and must be signed by the same individual authorized representative who signed the Acord form. If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional agent/broker letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation.

The Contractor shall be responsible for maintaining the above insurance coverages in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of A:VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Connecticut Insurance Department.
(Date)

Town of Greenwich
Charles J. Zsebik, Director of Purchasing
101 Field Point Road
Greenwich, CT 06830

Re: (Name of the Insured)
   Town of Greenwich Contract No. XXXX

Dear Mr. Zsebik:

The undersigned hereby certifies as follows:

(1) I am a duly licensed insurance agent under the laws of the State of [insert state] and an authorized representative of all companies affording coverage under the Acord form submitted herewith;

(2) The Town of Greenwich has been endorsed as an additional insured under general liability policy no. [insert policy number], issued by [insert company affording coverage] to [name of insured];

(3) The general liability policy referenced in paragraph (2) above meets or exceeds the coverage in Commercial General Liability ISO form CG 00 01 10 01, including contractual liability;

(4) The policies listed in the Acord form submitted to the Town of Greenwich in connection with the above referenced contract have been issued to the insured in the amounts stated and for the periods indicated in the Acord form; and

(5) The Town of Greenwich shall be given thirty (30) days prior written notice of cancellation, lapse or restrictive amendment (except ten days notice of nonpayment) of the policies listed in the Acord form.

Sincerely,

(Signature)

Type Name
Authorized Representative for all companies listed in the Acord form
AGREEMENT

CONTRACT NO.

THIS AGREEMENT, executed this day of in the year Two Thousand Nineteen (herein referred to as the "AGREEMENT"), by and between the Town of Greenwich, Connecticut, acting through hereunto duly authorized, "OWNER" and acting through (insert name of individual and title) duly authorized, "CONTRACTOR".

WITNESSETH, that the parties to these presents, each in consideration of the undertaking, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed to do hereby undertake, promise and agree, the Owner for itself, its successors and assigns, and the Contractor for himself and his heirs, executors, administrators, successors and assigns, as follows:

1. DEFINITIONS:

Wherever the words hereinafter defined or pronouns used in their stead occur in the Contract Documents, they shall have the following meaning:

The word "Owner" shall mean the Town of Greenwich and shall include its authorized representative.

The word "Contractor" shall mean the person or organization identified as such in this Agreement and shall include his authorized representative.

The words "Contracting Officer or Agency" shall mean that official of the Town which awards the contract, executes the Agreement and is the Owner's authorized representative.

The Information for Bidders, the Contractor's Bid as accepted by the Owner, the Contract Conditions and Specifications and the General, Technical and Materials Specifications, the Drawings, and all addenda and amendments to any of the foregoing, collectively constitute the Contract Documents, and are sometimes herein referred to as the "Contract".
2. **DESCRIPTION OF WORK AND CONTRACT TERM:**
3. **PAYMENT:**

The Contractor shall be paid on a monthly basis after presentation of vouchers, and subject to acceptance and approval by the Town of Greenwich.

Such payments will be made by the Town of Greenwich monthly for all services actually rendered, and the acceptance by the Contractor of any such monthly payment shall be a release to the Town of all claims and all liability to the Contractor in connection with the contract, arising during the period for which payment is made. No payment, however, shall operate to release the Contractor or its sureties or insurers from any obligation under the Contract to be entered into or the Performance Bond or any insurance policies issued in connection with said contract.

4. **PERFORMANCE MAINTENANCE AND PAYMENT BOND:**

The Contractor shall, simultaneously with the signing of the Contract, furnish the Town the executed Performance, Maintenance and Payment Bond of a surety company authorized to do business in the State of Connecticut, and acceptable to the Town, in the sum of the full amount of the Contract obligation in the form provided by the Town.

**THE ABOVE IS ONLY REQUIRED FOR CONTRACTS EXCEEDING $100,000.00.**

For contracts that require a Performance, Maintenance and Payment Bond, the Contractor shall maintain all of the specified required insurance coverage and continue to document the specified required insurance coverage for one (1) year after completion of the work of the contract (or other such time as the contract or other agreement requires).

5. **GUARANTEE:**

The Contractor guarantees that the Work and services to be performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Drawings, if any, Specifications, and other Contract Documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of completion and acceptance of the Work as stated in the final estimate. The Contractor shall repair, correct or replace as required, promptly and without charge, all work, equipment and material, or parts thereof, which fail to meet the above guarantee or which in any way fail to comply with or fail to be in strict accordance with the terms and provisions and requirements of the Contract during such one-year period, and also shall repair, correct, or replace all damage to the Work resulting from such failure.

6. **DEFECTIVE WORK:**

The inspection of the Work shall not relieve the Contractor of any of his obligations to perform and complete the Work as required by the Contract. Defective work shall be corrected and unsuitable materials, equipment apparatus and other items shall be replaced by the Contractor, notwithstanding that such work, materials, equipment, apparatus and other items may have been previously overlooked or accepted or estimated for payment. If the work or any
part thereof shall be found defective at any time before the final acceptance of the work, the
Contractor shall forthwith make good such defect in a manner satisfactory to the Town; if any material, equipment, apparatus or other items brought upon the site for use or incorporation in the work, or selected for the same, is condemned by the Town as unsuitable or not in conformity with the Specifications or any of the other Contract Documents, the Contractor shall forthwith remove such materials, equipment, apparatus and other items from the site of the Work and shall at his own cost and expense make good and replace the same and any material furnished by the Town which shall be damaged or rendered defective by the handling or improper installation by the Contractor, his agents, servants, employees or subcontractors.

7. COMPLIANCE WITH LAWS:

The Contractor shall keep himself fully informed of all existing and future federal, state and local laws, ordinances, rules and regulations affecting those engaged or employed on the work, the materials and equipment used in the work or the conduct of the work, and of all orders, decrees and other requirements of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Drawings, if any, Specifications or other Contract Documents in relation to any such law, ordinance, rule, regulation, order, decree or other requirement, the Contractor shall forthwith report the same to the Town in writing. The Contractor shall at all times observe and comply with, and cause all his agents, servants, employees and subcontractors to observe and comply with all such existing and future laws, ordinances, rules, regulations, orders, decrees and other requirements, and he shall protect, indemnify and save harmless the Town, its officers, agents, servants and employees from and against any and all claims, demands, suits proceedings, liabilities, judgments, penalties, losses, damages costs and expenses, including attorneys' fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulation, order, decree or other requirement, whether committed by the Contractor or any of his agents, servants, employees or subcontractors.

8. INDEMNITY:

The Contractor shall indemnify and save harmless the Town 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 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 Town any of his 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; and provided that the Contractor shall not be required to indemnify the Town, its officers, agents, servants or employees against any such damages occasioned solely by acts or omissions of the Town other than supervisory acts or omissions of the Town in connection with the Work.
INDEMNITY AGAINST SUBCONTRACTORS' CLAIMS:

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 Town 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.

9. PATENTS:

The Contractor shall indemnify and save harmless the Town and all persons acting for or on behalf of the Town from all claims and liability of any nature or kind, and all damages, costs and expenses, including attorneys' fees, arising from or occasioned by an infringement or alleged infringement of any patents or patent rights on any invention, process, materials, equipment, article, or apparatus, or any part thereof, furnished and installed by the Contractor, or arising from or occasioned by the use or manufacture thereof, including their use by the Town.

10. CHANGES:

The Town, through its designated Agent, may make changes in the Work and in the Drawings, if any, and Specifications therefor by making alterations therein, additions, thereto or omissions therefrom. All work resulting from such changes shall be performed and furnished under and pursuant to the terms and conditions of the Contract. If such changes result in an increase or decrease in the Work to be done hereunder, or increase or decrease the quantities thereof, adjustment in compensation shall be made therefor. For eliminated or decreased work the Contractor shall allow the Town a reasonable credit as determined by the Parties. Except in an emergency endangering life or property, no change shall be made unless in pursuance of a written order from the Town authorizing the change, and no claim for additional compensation shall be valid unless the change is so ordered.

The Contractor agrees that he shall neither have nor assert any claim for or be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

11. CLAIMS FOR DAMAGES:

If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within ten (10) days after occurrence of the alleged breach or within ten (10) days after such damages are alleged to have been sustained whichever date is the earlier, file with the Contracting Officer a written, itemized statement of the details of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such
statement is made and filed as so required, his claim for damages shall be deemed waived, invalid and unenforceable, and that he shall not be entitled to any compensation for any such alleged damages. Within ten (10) days after the timely filing of such statement, the Contracting Officer shall file with the appropriate department of the Town, one copy of the statement, and shall file with the Town and the Contractor his determination thereon. The Contractor shall not be entitled to claim any additional compensation for damages by reason of any direction, instruction, determination or decision of the Town or its agents, nor shall any such claims be considered, unless the Contractor shall have complied in all respects with the provisions of this paragraph.

12. ABANDONMENT OF THE WORK OR OTHER DEFAULT:

If the Work shall be abandoned, or any part thereof shall be sublet without previous written consent of the Town, or the Contract or any moneys payable hereunder shall be assigned otherwise than as herein specified, or if at any time the Contracting Officer shall be of the opinion, and shall so certify in writing, that the conditions herein specified as to rate of progress are not being complied with, or that the Work or any part thereof is being unnecessarily or unreasonably delayed, or that the Contractor has violated or is in default under any of the provisions of the Contract, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the Contract, the Town may notify the Contractor in writing, with a copy of such notice mailed to the surety, to discontinue all Work or any part thereof; thereupon the Contractor shall discontinue such Work or such part thereof as the Town may designate; and the Town may, upon giving such notice, by Contract or otherwise as it may determine, complete the Work or such part thereof and charge the entire cost and expense of so completing the work. The Town shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay to the Town any losses, damages, costs and expenses, including attorneys' fees, sustained or incurred by the Town by reason of any of the foregoing causes. For the purpose of such completion the Town may for itself or for any Contractors employed by the Town take possession of and use or cause to be used any and all materials, equipment, plant, machinery, appliances, tools, supplies and such other items of every description that may be found or located at the site of the Work.

All costs, expenses, losses, damages, attorneys' fees, and any and all other charges incurred by the Town under this subsection shall be charged against the Contractor and deducted and/or paid by the Town out of any moneys due and payable or to become due or payable under the Contract to the Contractor; in computing the amounts chargeable to the Contractor, the Town shall not be held to a basis of the lowest prices for which the completion of the Work or any part thereof might have been accomplished, but all sums actually paid or obligated therefor to effect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expenses, losses, damages, attorneys' fees and other charges together with all payments theretofore made to or for the account of the Contractor are less than the sum which would have been payable under the Contract if the Work had been properly performed and completed by the
Contractor, the Contractor shall be entitled to receive the difference, and, and in case such costs, expenses, losses, damages, attorneys' fees and other charges, together with all payments theretofore made to or for the account of the Contractor, shall exceed the said sum, the Contractor shall pay the amount of the excess to the Town.

13. **LIENS:**

If at any time any notices of lien or other legal process are filed for labor performed or materials or equipment manufactured, furnished, or delivered to or for the Work, the Contractor shall, at its own cost and expense, promptly discharge, remove or otherwise dispose of the same, and until such discharge, removal or disposition, the Town shall have the right to retain from any moneys payable hereunder an amount which, in its sole judgment, it deems necessary to satisfy such liens and pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

14. **CLAIMS:**

If at any time there be any evidence of any claims for which the Contractor is or may be liable or responsible hereunder, the Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the Town may retain from any moneys which would otherwise be payable hereunder so much thereof as, in its sole judgment, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce such claims or incurred in connection therewith or by reason thereof.

15. **LIABILITY OF TOWN:**

No person, firm or corporation, other than the Contractor, who signed this Contract as such, shall have any interest herein or rights hereunder. No claim shall be made or be valid either against the Town or any agent of the Town and neither the Town nor any agent of the Town shall be liable for or be held to pay any money, except as herein provided. The acceptance by the Contractor of the payment as fixed in the final estimate shall operate as and shall be a full and complete release of the Town and of every agent of the Town of and from any and all claims, demands, damages and liabilities of, by or to the Contractor for anything done or furnished for or arising out of or relating to or by reason of the Work or for or on account of any act or neglect of the Town or of any agent of the Town or of any other person, arising out of, relating to or by reason of the Work, except the claim against the Town for the unpaid balance, if any there be, of the amounts retained as herein provided.

16. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:**

Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.
17. **PERMITS:**

The Contractor shall, at his own expense, take out and maintain all necessary permits from the State, Town, or other public authorities; shall give all notices required by law; and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the Work.

18. **NOT TO SUBLLET OR ASSIGN:**

The Contractor shall constantly give his personal attention to the faithful prosecution of the Work, shall keep the same under his personal control, shall not assign the Contract or sublet the Work or any part thereof without the previous written consent of the Town, and shall not assign any of the moneys payable under the Contract, or his claim thereto, unless by and with the like written consent of the Town and the surety on the Contract Bonds. Any assignment or subletting in violation hereof shall be void and unenforceable.

19. **EMPLOY COMPETENT PEOPLE:**

The Contractor shall employ only competent people on the Work and shall not employ people or means which may cause strikes, work stoppages and/or disturbances by workmen employed by the Contractor, any subcontractor, the Town, the Contracting Officer or any other contractor. Whenever the Contracting Officer notifies the Contractor in writing that in his opinion any person on the Work is incompetent, unfaithful, disorderly, or otherwise unsatisfactory or not employed in accordance with the provisions of the Contract, such person shall be discharged from the Work and shall not again be employed on it, except with the written consent of the Contracting Officer.

20. **EMPLOY SUFFICIENT LABOR AND EQUIPMENT:**

If in the sole judgment of the Contracting Officer the Contractor is not employing sufficient labor, plant, equipment or other means to complete the Work within the time specified, the Contracting Officer may, after giving written notice, require the Contractor to employ such additional labor, plant, equipment and other means as the Contracting Officer deems necessary to enable the Work to progress properly.

21. **INToxicATING LIQuORS:**

The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the Work.

22. **ACCESS TO WORK:**

The Town, the Contracting Officer, and their officers, agents, servants and employees may at any and all times and for any and all purposes, enter upon the Work and the site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefor.
23. **EXAMINATION OF WORK:**

The Contracting Officer shall be furnished by the Contractor with every reason able facility for examining and inspecting the Work and for ascertaining that the Work is being performed in accordance with the requirements and intent of the Contract, even to the extent of requiring the uncovering or taking down portions of finished work by the Contractor.

24. **EXTRA WORK:**

The Contractor shall perform any extra work (work in connection with the Contract but not provided for herein) when and as ordered in writing by the Contracting Officer, at the unit prices stipulated in the Contract for such work or, if none are so stipulated, either (a) at the price agreed upon before such work is commenced and named in the written order for such work, or (b) if the Contracting Officer so elects, for the reasonable cost of such work, as determined by the Contractor and approved by the Contracting Officer, plus a percentage of such cost, as may be agreed upon by Contract and Contracting Officer.

25. **CHANGES NOT TO AFFECT BONDS:**

It is distinctly agreed and understood that any changes made in the work or the Drawings or Specifications therefor (whether such changes increase or decrease the amount thereof or the time required for its performance) or any changes in the manner or time of payments made by the Town to the Contractor, or any other modifications of the Contract, shall in no way annul, release, diminish or affect the liability of the surety on the Contract Bonds given by the Contractor, it being the intent hereof that notwithstanding such changes the liability of the surety on said bonds continue and remain in full force and effect.

26. **PRICES FOR WORK:**

The Town shall pay and the Contractor shall receive the prices stipulated in the Bid made a part hereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the Contractor under and as required by the Contract.

27. **MONEYS MAY BE RETAINED:**

The Town may at any time retain from any moneys which would otherwise be payable hereunder so much thereof as the Town may deem necessary to complete the Work hereunder and to reimburse it for all costs, expenses, losses, damage and damages chargeable to the Contractor hereunder.

28. **USE OR PARTIAL PAYMENT NOT ACCEPTANCE:**

It is agreed that this is an entire contract for one whole and complete Work or result and that neither the Town's entrance upon or use of the Work or any part thereof nor any partial payments by the Town shall constitute an acceptance of the Work or any part thereof before its entire completion and final acceptance.
29. **NON-CONNECTICUT CONTRACTORS:**

Pursuant to Connecticut General Statutes §12-430(7), as amended by Connecticut Public Act #11-61, Section 66, a nonresident contractor shall comply with the State of Connecticut's bonding requirements.

30. **PAYMENT TO SUBCONTRACTORS:**

As required by Section 49-41a of the Connecticut General Statutes, within thirty days after payment to the Contractor by the Town for work under this Contract, he shall pay any amounts due any subcontractor, whether for labor performed or materials furnished when such labor or materials has been included in a requisition submitted by such Contractor and paid by the Town.

31. **INSURANCE:**

Insurance coverage required as noted in "Exhibit A" attached.

32. **NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

(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 race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability 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 race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability 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 sections 46a-68e and 46a-68f and with
each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; (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 relate to the provisions of this section and section 46a-56.

(B) Any Contractor who is a party to a municipal public works contract or quasi-public agency project, where any such contract is valued at less than $50,000 for each year of the contract, shall provide the Commission on Human Rights and Opportunities with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subsection (A)(1) above, provided if there is any change in such representation, the Contractor shall provide the updated representation to the Commission not later than 30 days after such change. Any Contractor who is a party to a municipal public works contract or a quasi-public agency project, where any such contract is valued at $50,000 or more for any year of the contract, shall provide the Commission with any one of the following: (1) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholder, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under subsection (A)(1) of this section; (2) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (a) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and the executive director of the Commission on Human Rights and Opportunities or designee certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section; or (3) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section and is in effect on the date the affidavit is signed.

(C) If the Contract is a municipal public works contract or a quasi-public agency project, the Contractor agrees and warrants that s/he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. The Contractor shall include the provisions of subdivision (A)(1) of this section in every subcontract or purchase order entered into to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. 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; 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 regarding a state contract, 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.

(D) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (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 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. Determination of the Contractor’s good faith efforts shall include, but shall not be eliminated 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 on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in municipal public works contracts or quasi-public agency projects. “Municipal public works project” means that portion of an agreement entered into on or after October 1, 2015, between any individual, form or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, finance by the state funding in an amount equal to fifty thousand dollars or less. “Quasi-public agency project” means the construction, rehabilitation, conversion, extension, demolition or repair of a building or other changes or improvements in real property pursuant to a contract entered into on or after October 1, 2015, which is financed in whole or in part by a quasi-public agency using state funds, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

THE ABOVE REQUIREMENT ONLY APPLIES TO PUBLIC WORKS CONTRACTS EXCEEDING $50,000 AND REQUIRING STATE OF CONNECTICUT FUNDING.
33. **PREVAILING WAGE RATES; CONSTRUCTION SAFETY AND HEALTH COURSE:**

Except as noted below, the Contractor shall comply with the current provisions of Section 31-53 of the General Statutes of the State of Connecticut, a part of which is quoted as follows:

"The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee or welfare fund, as defined in subsection (h) of section 31-53 of the General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day."

All Contractors and subcontractors shall submit certified weekly payrolls, on forms furnished by the Town, for all contracts meeting the aforementioned monetary limits. The certified payrolls shall be submitted with the Contractor's monthly certificate for payment.

Section 31-55a of the General Statutes of the State of Connecticut provides that the prevailing wage rates applicable to any awarded contract or subcontract are subject to annual adjustments each July 1st for the duration of the project.

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

It is the Contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's web site. The annual adjustments will be posted on the Department's of Labor web page: www.ctdol.state.ct.us. For those without Internet access, contact the division listed below.

The Contractor shall also furnish proof with the weekly certified payroll for the first week each employee begins work that any person performing the work of a mechanic, laborer or worker has completed a course of at least ten (10) hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration in accordance with Connecticut General Statutes Section 31-53b and regulations adopted by the State of Connecticut Labor Commissioner.

The provisions of this section (32) shall not apply where the total cost of all work to be performed by all Contractors and subcontractors in connection with new construction of any public works project is less than four hundred thousand dollars ($400,000) or where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than one hundred thousand dollars ($100,000).

Questions can be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at 860-263-6790.
34. **GOVERNING LAW:**

The laws of the State of Connecticut shall govern this Contract and any and all litigation related to this Contract. In the event of litigation related to this Contract, the exclusive forum shall be the State of Connecticut and the exclusive venue for such litigation shall be the Judicial District for Stamford/Norwalk at Stamford.
IN WITNESS, WHEREOF, the parties of the AGREEMENT have hereunto set their hand and seals the day first above written.

TOWN OF GREENWICH, CONNECTICUT

BY ______________________________

THE CONTRACTOR

BY ______________________________
Greenwich Police Pistol Range Existing Plans and Elevations
Greenwich Police Pistol Range Proposed Plans and Elevations
BID BOND

INSTRUCTIONS IN USE OF BOND FORM

1. The Bid Bond form given on the following pages shall be used.

2. The surety on the Bond may be any corporation authorized to act as surety in the State of Connecticut.

3. The full name and business or residence address of each individual party to the Bond shall be inserted in the space provided therefore, and each such party shall sign the Bond with his usual signature on the line opposite the scroll seal.

4. If the principals are partners, their individual names appear in the space provided therefore, with the recital that they are partners composing a firm, naming it, and the Bond shall be executed by a general partner who has been authorized to act on behalf of the partnership.

5. If the principal or surety is a corporation, the name of the state in which incorporated shall be inserted in the space provided therefore and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal, the fact shall be stated, in which case a scroll of adhesive seal shall appear following the corporate name.

6. The official character and authority of the person or persons executing the Bond for a corporation shall be certified by a proper officer, in lieu of such certificate, there may be attached to the Bond, copies of so much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by a proper office, under the corporate seal, to be true copies.

7. If the principal or surety is a Limited Liability Company (LLC), the names of the members shall appear in the spaces provided therefore, with the recital that they are members of an LLC, naming it, and the Bond shall be executed by a managing member who has been authorized to act on behalf of the LLC. The official character and authority of the person or persons executing the Bond for an LLC shall be certified by a proper managing member. In lieu of such certificate, there may be attached to the Bond, copies of so much of the records of the LLC as will show the official character and authority of the members signing, duly certified by a proper member to be true copies.

8. The date of this Bond must not be prior to the date of the instrument in connection with which it is given.
FORM OF BID BOND

*** BID BOND ***

TOWN OF GREENWICH

_________________________________________ Date Bond Executed

Principals

_________________________________________ Date of Bid

Surety

Penal Sum of Bond (Expressed in Words and Figures)

Know all men by these presents, that we, the principals and surety above named, are held and firmly bound unto the Town of Greenwich, Connecticut, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The condition of this obligation is such, that whereas the principals have submitted the accompanying Bid, dated as shown above, for

Now, therefore, if the principals shall not withdraw said Bid within the period specified therein after the opening of the same, or if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the Bid as accepted, and give bonds with good and sufficient surety or sureties as may be required, for the faithful performance and proper fulfillment of the resulting contract, and for the protection of all persons supplying labor and materials in the prosecution of the work provided for in such contract or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the Town of Greenwich, Connecticut, the difference between the amount specified in said Bid and the amount for which said Town may procure the required work, supplies and services, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

In witness whereof, the above-bounden parties have executed this instrument under their several seals on the date indicated above. The name and corporate seal (if applicable) of each corporate party being hereto affixed.
Name of Partnership

________________________________________ (SEAL)

Business Address

________________________________________

Partner - (Hereunto Duly Authorized)

IN THE PRESENCE OF

WITNESS

1. __________________________________ AS TO __________________________________ (SEAL)

WITNESS

*CORPORATE / LLC PRINCIPAL

*BUSINESS ADDRESS

AFFIX CORPORATION SEAL

*BY - (HEREUNTO DULY AUTHORIZED)

TITLE

WITNESS

*CORPORATE SURETY

*BUSINESS ADDRESS

AFFIX CORPORATION SEAL

*BY - (HEREUNTO DULY AUTHORIZED)

TITLE

**************************************************************************************
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, __________________________, Certify that I am the __________________________
of the Corporation/Limited Liability Company named as Principal in the within Bond, that __________________________
__________________________, who signed the said Bond on behalf of the
Principal, was then __________________________ of __________________________
said Corporation/Limited Liability Company, that I know his signature and his signature thereto is genuine, and
that said Bond was duly signed, sealed (if a Corporation) and attested for and in behalf of said
Corporation/Limited Liability Company by authority of its governing body.

(CORPORATE SEAL)

(CORPORATE SECRETARY
OR MANAGING MEMBER)
PERFORMANCE, MAINTENANCE AND PAYMENT BOND

BOND NO.__________________________

KNOW ALL MEN BY THESE PRESENTS. That we__________________________, as Principal, and

__________________________, a corporation organized under the laws of the State of__________________________, and authorized to do business in the State of Connecticut as Surety, are holden and firmly bound jointly and severally unto the TOWN OF GREENWICH, CONNECTICUT, hereafter referred to as the Town, a territorial corporation located in the County of Fairfield, in the penal sum of

_________________________ Dollars ($_________________________), to be paid to it or its certain attorney, successors or assigns, to which payment well and truly to be made, we the said Obligors do bind ourselves, and each of us, our heirs, executors, administrators, and successors firmly by these presents.

IN WITNESS WHEREOF we have hereunto set or caused to be set our respective hands, names and seals this ______________ day of ______________ 2018.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the above named Principal has entered into a certain written contract with the TOWN OF GREENWICH, CONNECTICUT, dated the ______________ day of ______________ 2018, for construction of CONTRACT NO. XXXX (Description of work here – Usually the name of the bid) according to the plans and specifications prepared by the TOWN OF GREENWICH, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, if the said Principal shall well and faithfully perform said contract according to its provisions, and fully indemnify and save harmless the Town from all cost and damages which the Town may suffer by reason of failure so to do, and shall pay for all equipment, appurtenances, materials and labor furnished, used or employed in the execution of said contract, and shall indemnify and save harmless the Town from all suits or claims of any nature or description against the Town by reason of any injuries or damages sustained by any person or persons on account of any act or omission of said Principal, his servants or agents, or his subcontractors in the construction of the work or in guarding the work, or on account of the use of faulty or improper materials, or by reason of claims under the Workmen’s Compensation Laws or other laws by any employee of the Principal or his subcontractors, or by reason of the use of any patented material, machinery, device, equipment, process, method of construction or design in any way involved in the work, and shall indemnify the Town against such defective workmanship, material and equipment as may be discovered within one (1) year after completion and final acceptance of the work, and shall make good in such defective workmanship and material as may be discovered within said period of one year, then this obligation shall be void, otherwise to remain in full force and effect.

The Surety hereby stipulates and agrees that any modifications, omissions or additions in or to the terms of the aforesaid contract, or in or to the plans or specifications therefor, or any extension of time, shall in no wise affect the obligation of the Surety under this bond, the Surety hereby waiving any and all right to any notice of any such modifications, omissions, changes, additions or extensions.

CONTRACTOR ______________________

BY ______________________

SURETY ______________________

BY ______________________
Minimum Rates and Classifications for Building Construction

Connecticut Department of Labor
Wage and Workplace Standards Division

ID#: B 26331

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: RFP# 7508 Project Town: Greenwich
State# FAP#:

Project: Greenwich Police Department Firearms Range Interior Improvements

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>Hourly Rate</th>
<th>Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, &amp; finishes to all types of mechanical systems; application of firestopping material for wall openings &amp; penetrations in walls, floors, ceilings)</td>
<td>38.25</td>
<td>27.96</td>
</tr>
<tr>
<td>1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.<strong>See Laborers Group 7</strong></td>
<td>40.21</td>
<td>29.30</td>
</tr>
<tr>
<td>1c) Asbestos Worker/Heat and Frost Insulator</td>
<td>40.21</td>
<td>29.30</td>
</tr>
</tbody>
</table>

As of: Tuesday, July 09, 2019
### Project: Greenwich Police Department Firearms Range Interior Improvements

- **2) Boilermaker**
  - 38.34  26.01

- **3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons**
  - 34.72  33.58 + a

- **3b) Tile Setter**
  - 34.90  25.87

- **3c) Terrazzo Mechanics and Marble Setters**
  - 31.69  22.35

- **3d) Tile, Marble & Terrazzo Finishers**
  - 26.70  21.75

- **3e) Plasterer**
  - 33.48  32.06

**As of:** Tuesday, July 09, 2019
<table>
<thead>
<tr>
<th>Group</th>
<th>Laborers Description</th>
<th>Rate</th>
<th>As of: Tuesday, July 09, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>4)</td>
<td>Laborers (common or general), acetylene burners, concrete specialists, wrecking</td>
<td>30.75</td>
<td></td>
</tr>
<tr>
<td></td>
<td>laborers, fire watchers.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4a)</td>
<td>Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofer/mixer/</td>
<td>31.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>nozzleman (Person running mixer and spraying fireproof only).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4b)</td>
<td>Jackhammer operators/pavement breaker, mason tender (brick), mason tender</td>
<td>31.25</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(cement/concrete), forklift operators and forklift operators (masonry).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4c)</td>
<td>Pipelayers (Installation of water, storm drainage or sewage lines outside of the</td>
<td>31.75</td>
<td></td>
</tr>
<tr>
<td></td>
<td>building line with P6, P7 license) (the pipelayer rate shall apply only to one or</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>two employees of the total crew who primary task is to actually perform the mating</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>of pipe sections) P6 and P7 rate is $26.80.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4d)</td>
<td>Air track operator, sand blaster and hydraulic drills.</td>
<td>31.50</td>
<td></td>
</tr>
</tbody>
</table>
Project: Greenwich Police Department Firearms Range Interior Improvements

4e) Group 6: Blasters, nuclear and toxic waste removal. 33.75 20.84

4f) Group 7: Asbestos/lead removal and encapsulation (except its removal from mechanical systems which are not to be scrapped). 31.75 20.84

4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew. 29.03 20.84

4h) Group 9: Top men on open air caisson, cylindrical work and boring crew. 28.49 20.84

4i) Group 10: Traffic Control Signalman 18.00 20.84

5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Vinyl Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers. 33.53 25.66

As of: Tuesday, July 09, 2019
5a) Millwrights 34.04  26.09

6) Electrical Worker (including low voltage wiring) (Trade License required: 34.50 29.64
E1,2  L-5,6  C-5,6  T-1,2  L-1,2  V-1,2,7,8,9)

7a) Elevator Mechanic (Trade License required:  R-1,2,5,6) 53.37 33.705+a+b

-----LINE CONSTRUCTION-----

Groundman 26.50  6.5% + 9.00

Linemen/Cable Splicer 48.19  6.5% + 22.00

As of:  Tuesday, July 09, 2019
Project: Greenwich Police Department Firearms Range Interior Improvements

<table>
<thead>
<tr>
<th>8) Glazier (Trade License required: FG-1,2)</th>
<th>37.18</th>
<th>21.05 + a</th>
</tr>
</thead>
<tbody>
<tr>
<td>9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection</td>
<td>36.67</td>
<td>35.77</td>
</tr>
</tbody>
</table>

----OPERATORS----

| Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required) |
|---------------------------------------------------------------|-------|-----------|
| 40.97 | 24.80 + a |

| Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver ($3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required) |
|-------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|
| 40.64 | 24.80 + a |

| Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required) |
|---------------------------------------------------------------------------------------------------------------|-------|-----------|
| 39.88 | 24.80 + a |

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Group 4:  Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).  

39.48  24.80 + a

Group 5:  Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)

38.87  24.80 + a

Group 5 continued:  Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.

38.87  24.80 + a

Group 6:  Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).

38.55  24.80 + a

Group 7:  Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).

38.20  24.80 + a

Group 8:  Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.

37.79  24.80 + a

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<table>
<thead>
<tr>
<th>Group 9:</th>
<th>Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar):  forklift, power chipper; landscape equipment (including Hydroseeder).</th>
<th>37.34</th>
<th>24.80 + a</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 10:</td>
<td>Vibratory hammer; ice machine; diesel and air, hammer, etc.</td>
<td>35.24</td>
<td>24.80 + a</td>
</tr>
<tr>
<td>Group 11:</td>
<td>Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.</td>
<td>35.24</td>
<td>24.80 + a</td>
</tr>
<tr>
<td>Group 12:</td>
<td>Wellpoint operator.</td>
<td>35.18</td>
<td>24.80 + a</td>
</tr>
<tr>
<td>Group 13:</td>
<td>Compressor battery operator.</td>
<td>34.58</td>
<td>24.80 + a</td>
</tr>
<tr>
<td>Group 14:</td>
<td>Elevator operator; tow motor operator (solid tire no rough terrain).</td>
<td>33.41</td>
<td>24.80 + a</td>
</tr>
</tbody>
</table>

*As of: Tuesday, July 09, 2019*
### Project: Greenwich Police Department Firearms Range Interior Improvements

#### Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
<th>Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>Welding Machine Operator</td>
<td>32.99</td>
<td>24.80 + a</td>
</tr>
</tbody>
</table>

#### Group 16: Maintenance Engineer/Oiler.

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
<th>Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Engineer/Oiler</td>
<td>32.32</td>
<td>24.80 + a</td>
</tr>
</tbody>
</table>

#### Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
<th>Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>Portable asphalt operator</td>
<td>36.76</td>
<td>24.80 + a</td>
</tr>
<tr>
<td>Portable concrete plant operator</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
<th>Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>Power safety boat; vacuum truck</td>
<td>34.26</td>
<td>24.80 + a</td>
</tr>
<tr>
<td>Sweeper</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Painters (Including Drywall Finishing)

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
<th>Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brush and Roller</td>
<td>33.62</td>
<td>21.05</td>
</tr>
</tbody>
</table>

*As of:* Tuesday, July 09, 2019
### Project: Greenwich Police Department Firearms Range Interior Improvements

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate 1</th>
<th>Rate 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>10b) Taping Only/Drywall Finishing</td>
<td>34.37</td>
<td>21.05</td>
</tr>
<tr>
<td>10c) Paperhanger and Red Label</td>
<td>34.12</td>
<td>21.05</td>
</tr>
<tr>
<td>10e) Blast and Spray</td>
<td>36.62</td>
<td>21.05</td>
</tr>
<tr>
<td>11) Plumber (excluding HVAC pipe installation)</td>
<td>43.62</td>
<td>32.06</td>
</tr>
<tr>
<td>(Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12) Well Digger, Pile Testing Machine</td>
<td>37.26</td>
<td>24.05 + a</td>
</tr>
<tr>
<td>Roofer: Cole Tar Pitch</td>
<td>41.50</td>
<td>17.00 + a</td>
</tr>
</tbody>
</table>

*As of: Tuesday, July 09, 2019*
Project: Greenwich Police Department Firearms Range Interior Improvements

Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing 40.00 17.00 + a

15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1, SM-2, SM-3, SM-4, SM-5, SM-6) 44.74 42.48

16) Pipefitter (Including HVAC work) (Trade: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9) 43.62 32.06

------TRUCK DRIVERS------

17a) 2 Axle 29.51 24.52 + a

17b) 3 Axle, 2 Axle Ready Mix 29.62 24.52 + a

As of: Tuesday, July 09, 2019
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Rate</th>
<th>VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td>17c)</td>
<td>3 Axle Ready Mix</td>
<td>29.67</td>
<td>24.52 + a</td>
</tr>
<tr>
<td>17d)</td>
<td>4 Axle, Heavy Duty Trailer up to 40 tons</td>
<td>29.72</td>
<td>24.52 + a</td>
</tr>
<tr>
<td>17e)</td>
<td>4 Axle Ready Mix</td>
<td>29.77</td>
<td>24.52 + a</td>
</tr>
<tr>
<td>17f)</td>
<td>Heavy Duty Trailer (40 Tons and Over)</td>
<td>29.98</td>
<td>24.52 + a</td>
</tr>
<tr>
<td>17g)</td>
<td>Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)</td>
<td>29.77</td>
<td>24.52 + a</td>
</tr>
<tr>
<td>18)</td>
<td>Sprinkler Fitter (Trade License required: F-1,2,3,4)</td>
<td>43.92</td>
<td>15.84 + a</td>
</tr>
</tbody>
</table>

As of: Tuesday, July 09, 2019
19) Theatrical Stage Journeyman  

As of: Tuesday, July 09, 2019
Welders: Rate for craft to which welding is incidental.

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

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

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

1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)
2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson
3) Cranes (under 100 ton rated capacity)
   - Crane with 150 ft. boom (including jib) - $1.50 extra
   - Crane with 200 ft. boom (including jib) - $2.50 extra
   - Crane with 250 ft. boom (including jib) - $5.00 extra
   - Crane with 300 ft. boom (including jib) - $7.00 extra
   - Crane with 400 ft. boom (including jib) - $10.00 extra

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

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

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

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

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

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.

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

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

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

As of: Tuesday, July 09, 2019
Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

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

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

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

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

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

As of: Tuesday, July 09, 2019
SPECIAL NOTICE

2011 Legislative Changes to the Procedures Governing Nonresident Contractors

Purpose: This Special Notice explains the amendments made to Conn. Gen. Stat. §12-430(7) during the 2011 regular session of the Connecticut General Assembly affecting the requirement for nonresident contractors to provide bonds.

This Special Notice has been updated from a previous version to include guidance on remitting to the Department of Revenue Services (DRS) amounts held back from an unverified subcontractor by a prime or general contractor.

Effective Date: Effective for contracts commencing on and after October 1, 2011.


Overview: The law requiring nonresident construction contractors to furnish security for Connecticut taxes arising from jobs performed in Connecticut has been changed in the following major ways:

- Under the law as amended, there are two classes of nonresident contractors: verified and unverified. A nonresident prime or general contractor may gain verified status and thus eliminate the requirement to file a surety bond with DRS, and a nonresident subcontractor may become verified and thus eliminate the requirement for the prime or general contractor to hold back a portion of the amount owed the subcontractor under the contract.
- Under the law as amended, a single surety bond for 5% of the entire project price is required to be filed with DRS by an unverified prime or general contractor where the contract price for the entire project is $250,000 or more. A person doing business with an unverified prime or general contractor for such a project must obtain proof that the contractor has filed a bond with DRS, but is no longer required to withhold an amount from payment due to the contractor under the contract.
- A prime or general contractor must hold back 5% of the amount due an unverified subcontractor until the subcontractor obtains and furnishes Form AU-968, Certificate of Compliance, from DRS. A Form AU-968 authorizes the prime or general contractor to release all or a portion of the amounts held back from payment to the unverified subcontractor.
- Compliance with the provisions of Conn. Gen. Stat. § 12-430(7) relieves the person doing business with a nonresident contractor from liability for the nonresident contractor's withholding tax liability or liability for sales or use tax on materials and consumables. It does not relieve the person doing business with a nonresident contractor from liability for sales or use tax on purchases of services.

Prior law required compliance with one of three options to secure payment of Connecticut taxes for each contract with a nonresident prime or general contractor and with a nonresident subcontractor. This is now replaced by the procedures described above.

As under prior law, owners or tenants of residential real property are excluded from the requirements of Conn. Gen. Stat. §12-430(7).

Definitions:

Nonresident contractor means a contractor or subcontractor who does not maintain a regular place of business in Connecticut.
Resident contractor means a contractor or subcontractor who maintains a regular place of business in Connecticut.

Regular place of business means:

- Any bona fide office, factory, warehouse, or other space in Connecticut at which a contractor is doing business in its own name in a regular and systematic manner; and that is
- A place continuously maintained, occupied, and used by the contractor in carrying on its business through its employees regularly in attendance to carry on the contractor's business in the contractor's own name.

A regular place of business does not include:

- A place of business for a statutory agent for service of process or a temporary office whether or not it is located at the site of construction;
- Locations used by the contractor only for the duration of the contract, such as short-term leased offices, warehouses, storage facilities, or facilities that do not have full time staff with regular business hours; or
- An office maintained, occupied, and used by a person affiliated with a contractor.

Verified contractor means a nonresident contractor or subcontractor who:

- Is registered for all applicable taxes with DRS;
- Has filed all required tax returns with DRS;
- Has no outstanding tax liabilities to DRS; and
- Has submitted a Form AU-960, Nonresident Contractor Request for Verified Contractor Status, and has been verified by DRS to meet the above requirements, plus either:
  1. Has been registered for all applicable taxes with DRS for at least three years preceding the contract; or
  2. Posts with DRS a good and valid verification bond using Form AU-961, Verification Bond.

Unverified contractor means a nonresident contractor or subcontractor who is not a verified contractor.

Subcontractor means a person who is engaged in contracting real property work and who contracts with a prime or general contractor to perform all or any part of the contract of the prime or general contractor, or who contracts with a subcontractor who has contracted to perform any part of the contract entered into by the prime or general contractor.

Prime or general contractor includes (i) any person who contracts with the owner, lessee or other person having authority to enter into a contract involving the premises or property that is the subject matter of the contract, to perform services or furnish materials, or both, for the construction, alteration or improvement of any real property or project, or (ii) any person who owns or leases real estate for the purpose of developing the real estate other than for his or her own occupancy, and who, in the development of the real estate, contracts, alters or makes improvements on it.

Contract price means the total contract price, including deposits, amounts held as retainage, costs for any change orders, or charges for add-ons.

Person doing business with a nonresident contractor (referred to below as customer) means any person who makes payments of the contract price to a nonresident contractor, and includes, but is not limited to property owners, governmental, charitable or religious entities, and resident or nonresident general contractors or subcontractors. An owner or tenant of residential real property is not a person doing business with a nonresident contractor and is not required to comply with the provisions of Conn. Gen. Stat. §12-430(7).

Commencement of the contract means the time when the nonresident contractor signs the contract, but, in any event, occurs no later than when the work under the contract actually starts. If a change order is made after the commencement of the original contract, the change order commences when it is signed by the nonresident contractor, but, in any event, occurs no later than when the work under the change order actually starts.

Completion of the contract means the time when the nonresident contractor makes the final periodic billing for the contract. The final periodic billing may be due before payment of any retainage becomes due. If a change order is made after the final periodic billing for the original contract, the change order is complete when the nonresident contractor bills for the change.

Residential real property means real property used exclusively for residential purposes and consisting of three or fewer dwelling units in one of which the owner or tenant resides.

Certificate of compliance means a certificate issued to an unverified subcontractor by DRS, exonerating...
the subcontractor from sales or use taxes owed by the subcontractor under Chapter 219 of the Connecticut General Statutes and any income tax withholding owed by the subcontractor pursuant to Chapter 229 of the Connecticut General Statutes, but only to the extent that these taxes arise from the activities of the subcontractor on the project for which the certificate was required.

Customer of an Unverified Prime or General Contractor: The customer of an unverified prime or general contractor must obtain proof that the contractor has posted a surety bond with DRS. Failure to do so leaves the customer liable for payment of any sales and use taxes and any income tax withholding owed by the unverified contractor arising from the activities of the contractor on the project, up to 5% of the contract price required to be paid to the unverified contractor.

However, compliance with the provisions of Conn. Gen. Stat. §12-430(7) does not relieve the customer of the customer's liability for use taxes due on purchases of services from the unverified contractor.

Unverified Prime or General Contractor Must File a Bond: An unverified prime or general contractor must file a surety bond with DRS in an amount equal to 5% of the contract price. DRS has issued Form AU-964, Surety Bond and Release, which must be used to post that bond.

DRS will release the surety bond once the contract is complete and the unverified prime or general contractor establishes that it has paid all taxes it owes in connection with the contract and that its unverified subcontractors have paid all of the taxes that they owe in connection with the contract.

Otherwise, DRS will release the surety bond once the contract is complete and the unverified prime or general contractor establishes that it has:

1. Paid all taxes it owes in connection with the contract;
2. Held back an amount equal to 5% of the payments being made by the contractor in connection with the contract to its unverified subcontractors; and
3. Paid over amounts held back from unverified contractors to the extent that DRS has issued certificates of compliance for full or partial release of such amounts, and remitted to DRS any amounts held back that have not been authorized by DRS to be released to the unverified contractors. See the section of this publication titled Release or Remittance of Amounts Held Back, for the procedures to release held back payments to the unverified subcontractors.

Hold Backs Required by All Prime or General Contractors from Payments to Unverified Subcontractors: Prime or general contractors, whether resident, verified, or unverified, doing business with unverified subcontractors on projects over $250,000 must hold back an amount equal to 5% of the payments required to be made to the subcontractor until the subcontractor provides a Certificate of Compliance authorizing full or partial release of the amount held back.

The prime or general contractor must provide notice of the requirement to hold back to the unverified subcontractor not later than the time of commencement of work under the contract by the subcontractor.

The amount held back from unverified subcontractors is deemed to be held in a special fund in trust for the state. An unverified subcontractor does not have any right of action against a prime or general contractor with respect to any amount held back in compliance or intended compliance with Conn. Gen. Stat. §12-430(7).

Release or Remittance of Amounts Held Back: When all work is completed under a contract, the amount held back will be released to the unverified subcontractor or remitted to DRS depending on the following:

1. Unverified subcontractor DOES submit Form AU-967, Request for Certificate of Compliance, to DRS:

An unverified subcontractor requests DRS to issue Form AU-968 by submitting Form AU-967. DRS will review the request in the context of generally accepted construction industry cost guidelines for the scope and type of construction project. DRS will issue one of the following not later than 120 days after Form AU-967 and all required documents are received:

A. Certificate of Compliance (AU-968):

If DRS issues Form AU-968, to the unverified subcontractor and the prime or general contractor authorizing full or partial release of held back amounts, the prime or general contractor must pay over the released amount to the subcontractor and must remit any unreleased amount to DRS. The prime or general contractor remits the unreleased
amount on Form OS-114, Sales and Use Tax Return, Line 6 on the first return due after the issuance of the Certificate of Compliance.

B. Denial of Certificate of Compliance and Remittance of Holdback (AU-970)

If DRS denies the request a Form AU-970, Denial of Certificate of Compliance and Remittance of Holdback, will be issued to the unverified subcontractor and the prime or general contractor. The prime or general contractor must remit the total amount held back to DRS on Form OS-114, Line 6. This held back amount must be reported on the first return due after the issuance of the Denial of Certificate of Compliance and Remittance of Holdback.

2. Unverified subcontractor DOES NOT submit Form AU-967 to DRS.

If the unverified nonresident subcontractor does not submit Form AU-967 to the prime or general contractor for endorsement within 90 days of the completion date, then the prime or general contractor must remit the amount held back to DRS on Form OS-114, Line 6, on the first return due after the 90 day period following the completion of the contract.

The calculation used to arrive at the amount to be included on Form OS-114, Line 6 is:

<table>
<thead>
<tr>
<th>Amount Held Back</th>
<th>= Taxable Amount to be included on Line 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>.0635</td>
<td></td>
</tr>
</tbody>
</table>

**Example:** If the Total Contract Amount is $300,000, then the Amount Held Back is $15,000 (300,000 X .05). The amount to be included on Line 6 is $236,220.47 (15,000 / .0635).

The prime or general contractor will not be liable for any claim by DRS for taxes of the unverified subcontractor arising from the activities of the subcontractor on the project when the prime or general contractor pays over to the subcontractor the amount authorized by the Form AU 968. Furthermore, when the prime or general contractor pays over to DRS the unreleased hold back amount, the prime or general contractor will not be liable for any claim by the subcontractor for the amount paid over to DRS.

The prime or general contractor doing business with the nonresident contractor must keep supporting documentation with the tax return on which it was reported. If the prime or general contractor fails to timely remit to DRS any amount that was unclaimed by, or not released by DRS to the unverified subcontractor, the prime or general contractor will be subject to applicable interest and penalties under Chapter 219 of the Connecticut General Statutes.

Disclosures by DRS Authorized under Conn. Gen. Stat. §12-430(7): Notwithstanding the provisions regarding confidentiality of tax return information under Conn. Gen. Stat. §12-15, DRS is authorized to:

- Verify whether or not a nonresident contractor or subcontractor is a verified contractor;
- Disclose to a person doing business with an unverified subcontractor who is required to hold back amounts from payments to the unverified contractor whether a Form AU-986 has been requested by or issued to the subcontractor by DRS; DRS may disclose a copy of the certificate to the person doing business with the unverified subcontractor;
- Disclose to a person doing business with an unverified prime or general contractor whether a good and valid surety bond has been posted with DRS; and
- Verify whether or not any contractor or subcontractor is a resident contractor.


Effect of This Document: A Special Notice announces a new policy or practice in response to changes in state or federal laws or regulations or to judicial decisions. A Special Notice indicates an informal interpretation of Connecticut tax law by DRS.

For Further Information: Call DRS during business hours, Monday through Friday:

- 1-800-382-9463 (Connecticut calls outside the Greater Hartford calling area only); or
- 860-297-5962 (from anywhere).
TTY, TDD, and Text Telephone users only may transmit inquiries anytime by calling 860-297-4911.
For questions regarding the nonresident contractor bond law, call 860-541-7538.

**Forms and Publications:** Visit the DRS website at [www.ct.gov/DRS](http://www.ct.gov/DRS) to download and print Connecticut tax forms and publications.

**Paperless Filing/Payment Methods (fast, easy, free, and confidential):**
Business and individual taxpayers can use the **Taxpayer Service Center (TSC)** at [www.ct.gov/TSC](http://www.ct.gov/TSC) to file a variety of tax returns, update account information, and make payments online.

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File Electronically: You can choose to get first-time filer information and filing assistance, or can log directly into the **TSC** to file returns and pay taxes.

Pay Electronically: You can pay taxes for tax returns that cannot be filed through the **TSC**. Log in and select the **Make Payment Only** option. Designate a payment date up to the due date of the tax and mail a paper return to complete the filing process.

**DRS E-Alerts Service:** Get connected to the latest news from DRS. Receive notification by email of changes to legislation, policies, and procedures. **DRS E-Alerts** provide information for employer's withholding tax, News - Press Releases, and Top 100 Delinquency List. Visit the DRS website at [www.ct.gov/DRS](http://www.ct.gov/DRS) and select e-alerts from the left navigation bar.

SN 2012(2)
Sales and use taxes
Withholding tax
Contractor bonds
Issued: 03/22/2012
Purpose: A registered nonresident prime or general contractor working in Connecticut, and a surety company licensed to do business in Connecticut, use Form AU-964 to post a surety bond for a specific project over $250,000 to ensure all taxes due to the State of Connecticut from the contract, including all subcontractors directly under the prime or general contractor are paid to Department of Revenue Services (DRS). Read the instructions on the reverse side before you complete this form. If you need assistance, call 860-541-7538, Monday through Friday, during business hours.

### Part I: Nonresident Prime or General Contractor Information
- **Name**
- **Connecticut Tax Registration No.**
- **Address (Street or PO Box, City, State, and ZIP Code)**

### Part II: Customer of Nonresident Prime or General Contractor (owner, lessee, or other person having authority to enter into a contract)
- **Name**
- **Address (Street or PO Box, City, State, and ZIP Code)**

### Part III: Surety Company Information
- **Name**
- **Bond No.**
- **Bond Amount, 5% of Total Contract Price**
- **Address (Street or PO Box, City, State, and ZIP Code)**

### Part IV: Project Information
- **Physical Location of Project (Street, City or Town)**
- **Name of Project**
- **Commencement Date**
- **Completion Date**
- **Total Contract Price not to be less than $250,000**

Conditions of the obligation for the project detailed above:
- The nonresident prime or general contractor has entered into a contract related to real property at a Connecticut location for a contract price of $250,000 or more.
- The nonresident prime or general contractor and the surety company are posting a bond of 5% of the total contract price, including any change orders and add-ons, with DRS to ensure that all taxes that become due and owing during the period of the contract will be paid.
- If the nonresident prime or general contractor pays all taxes, interest, and penalties within three years from the last day of the month succeeding the reporting period in which the contractor posted the bond, the bond expires; otherwise the obligation remains in full force.
- This bond jointly and severally binds the nonresident prime or general contractor and the surety company, their heirs, executors, administrators, successors, and assigns for payment of this obligation.

### Nonresident Prime or General Contractor Declaration:
I, an authorized agent of the nonresident prime or general contractor, declare under the penalty of law that I have examined Form AU-964 and, to the best of my knowledge and belief it is true, complete, and correct. I understand the penalty for willfully delivering a false document or return to DRS is a fine of not more than $5,000, or imprisonment for not more than five years, or both.

**Print Name**
**Title**
**Authorized Signature**
**Date**

### Surety Company Declaration:
I, an authorized agent of the surety company named above, declare under the penalty of law that I have examined this Form AU-964 and, to the best of my knowledge and belief it is true, complete, and correct. I understand the penalty for willfully delivering a false document or return to DRS is a fine of not more than $5,000, or imprisonment for not more than five years, or both.

**Print Name**
**Title**
**Authorized Signature**
**Date**

~~ For DRS Use Only ~~

### Release by Authorized DRS Agent:
I, an authorized agent of the DRS, have examined the tax liabilities covered by this Form AU-964 and am releasing the nonresident prime or general contractor named above and the surety named from this bond related to the project and timeframe described above. The DRS will retain the original copy of this form.

**Print Name**
**Title**
**Authorized Signature**
**Date**
Instructions

Part I: Enter the name and complete address of the nonresident prime or general contractor furnishing the bond. Include the nonresident prime or general contractor's Connecticut tax registration number.

Part II: Enter the name and complete address of the customer of the nonresident prime or general contractor.

Part III: Enter the name and complete address of the surety company that guarantees this bond. Include the bond number and bond amount, which must be 5% of the total contract price.

Part IV: Check the box if the bond is for a change order occurring after the bond for the initial contract was furnished to DRS. Enter the name of the project and the complete address including the street address and the city or town where the project is physically located. Enter the commencement date of this project or change order. Enter the date by which the nonresident prime or general contractor is expected to complete work on this project or change order. Enter, in words and figures, the total amount to be paid to the nonresident prime or general contractor under the contract. Indicate if this amount is an estimate. This amount cannot be for a contract less than $250,000.

Declarations: An authorized representative for the nonresident prime or general contractor and the surety company must sign and date the declaration on Form AU-964. The name of the nonresident prime or general contractor and the surety company must be exactly as it appears on the bond. The raised corporate seal of the surety company must be affixed by its signature on Form AU-964.
RFP #7508
GREENWICH POLICE DEPARTMENT FIREARMS RANGE INTERIOR IMPROVEMENTS & UPGRADE
SCORE SHEET (Page 1 of 2)

Respondent’s Name: _______________________________  

1. Best method to covert the existing target range to a tactical range  
   a. Proposed new targeting equipment.  
   b. Integration of wireless computer tablet control for targets and range lighting.  
   c. Ability to perform annual officer firearm qualifications on a 25-yard target range.  
   d. Proposal to provide various lighting types and levels.  
   e. Provide a visual concept of your proposal.  

   Score: ____________  

   20 POINTS

2. Bullet trap replacement and/or renovation  
   a. Proposed bullet trap method and ammunition type.  
   b. Maintenance requirements and yearly maintenance cost.  
   c. Ability to meet occasional shotgun and rifle requirements w/ ammunition type.  

   Score: ____________  

   20 POINTS

3. Ventilation Improvements  
   a. Proposed method, operation and control for ventilation system.  
   b. Modification and/or replacement of range intake air fan/filter and furnace(s), range exhaust duct,  
      exhaust fan and filters, relocation of intake ductwork to improve air flow down range.  
   c. Ventilation design by CT licensed Professional Engineer.  

   Score: ____________  

   20 POINTS

4. Ballistic Protection  
   a. Proposal on how to modify and/or replace existing Tectum ballistic panels to operate in tactical range  
      environment.  
   b. If new ballistic material is required discuss type and performance of new material by caliber and  
      range.  
   c. Proposal to show extent of ballistic protection to include all walls, ceiling and shooting area.  
   d. Discuss how the ballistic ceiling is to be hung and what materials will be used.  

   Score: ____________  

   20 POINTS

Evaluator’s Name: ____________________________________________  

Evaluator’s Signature: _________________________________________
5. Discussion of unforeseen issues, proposal to include:
   a. Any concerns or obstacles in the execution of your proposal?
   b. Does the existing range height, width and length meet the requirements of your proposal?
   c. Does the down range exterior service door present any issue?

Score:

6. Proposal includes discussion of converting back to the use of lead ammunition (-50 POINTS)
   *Note: If the proposal contains any discussion of returning to lead ammunition apply a negative 50 points to the overall score. If the proposal does not contain any discussion of the lead ammunition no points (positive or negative) are to be applied for this criteria.

Score:

7. Overall Presentation
   a. Completeness of presentation that addresses and resolves all issues presented.

Score:

TOTAL: 100 POINTS

Evaluator’s Name: ____________________________________________________________

Evaluator’s Signature: _______________________________________________________

Date: ______________________________________________________________________