

**REQUEST FOR PROPOSALS (RFP) 2020-10
LEASE OF PARKING LOT
In the City of New London, CT**

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

RFP NUMBER: 2020-10

ISSUE DATE: January 15, 2020

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

The New London Board of Education (the “Board”) is seeking proposals from qualified property owners to provide a lease of a parking lot to be used by the Board’s transportation contractor for (i) parking school buses, (ii) parking personal vehicles of bus operators and related personnel, and (iii) a dispatch office.

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

If you are interested in offering space as described in this Request for Proposals (“RFP”), please provide a written response using the form “Request for Proposals 2020-10 - Lease of Parking Lot” included in this RFP as Exhibit A. Proposals must be submitted to the above listed contact no later than:

2:00 PM on February 13, 2020

Three (3) copies of each proposal must be submitted. **Proposals must be in paper format.** All accompanying drawings, site plans, and/or surveys are to be submitted both in paper format and by email in PDF format or DWG format, as applicable, and by USB drive. Proposals may be delivered by U.S. mail or by hand. *All proposals must be complete, typed or handwritten in ink (pencil is not accepted), and signed in ink by the bidder (referred to herein as the “offeror”). Facsimile, photocopied, or electronic signatures are not permitted. Illegible or vague proposals may be rejected. To the extent that additional space is needed to answer any question, use additional sheets of paper as necessary, labeling each sheet with the corresponding question. Proposals will remain firm and may not be withdrawn for a period of ninety (90) calendar days following the date of the opening.*

BID SPECIFICATION

Preferred Location:

The preferred location of this space is within the city limits of the City of New London, Connecticut, although this is not a requirement.

Space Needs:

The Board requires a parking lot of two (2) to six (6) acres (depending on topography and layout) that can accommodate no fewer than 35 Type I full-size school buses, 15 Type II 18-passenger school buses, 65 passenger vehicles, and an office trailer to be provided by the Board's transportation contractor (if a small office building is not currently located on the property), plus room for additional buses and passenger vehicles that could potentially be added over time. In addition, there must be sufficient room for buses to maneuver and turn within the parking lot, and at least one drive lane is required within the parking lot. All curb cuts must accommodate the buses' turning radius.

Lease Commencement:

The parking lot must be ready for use as a fully operational parking facility not later than April 15, 2020.

Lease Term:

The initial term of the lease will run through June 30, 2024. One (1) extension term of five (5) years is desired.

During the term of the lease, as the same may be extended, the continuation of the lease from fiscal year to fiscal year during the term is contingent upon the appropriation of funds by the City of New London on an annual basis to fulfill the Board's requirements under the lease. If the Board is not appropriated sufficient monies to provide for the continuation of the lease at any time during the lease term or any extension term, as applicable, the lease shall terminate on the date set by the Board.

Approvals:

In the event that the successful offeror's property does not currently have all governmental approvals necessary for operation as a parking lot that may be used for school bus/school transportation operations, including but not limited to zoning, building, fire department, and public works, the successful offeror will obtain same at its sole cost and expense.

Engineering services:

In the event that the property is not currently used as a parking lot or improvements are required by applicable governmental approvals, the successful offeror will contract for engineering services and will have plans prepared at its sole cost and expense.

Site Improvements and Construction:

In the event that (i) the property is not currently used as a parking lot, (ii) expansion or improvements are necessary in order to accommodate the Board's use or are required by applicable governmental approvals, and/or (iii) repaving is needed in the Board's reasonable opinion, in each case, the successful offeror shall construct the parking lot or otherwise improve or repave the

existing parking lot, as applicable, in accordance with the Board's approved plans and/or specifications therefor, at the successful offeror's sole cost and expense. All site preparation work shall be done by the successful offeror at its sole cost and expense. Improvements to lighting and sound attenuation measures required by applicable governmental authorities shall be made or installed by the successful offeror at its sole cost and expense. Security fencing, to the extent not already in place at the property, shall be installed by the Board's transportation contractor at its sole cost and expense.

Dispatch Office Space:

The Board's transportation contractor requires an office at the parking lot for dispatch functions. If the property does not already have a suitable office, the property must have adequate space for the installation of a portable office building, which the Board's transportation contractor will supply at its sole cost and expense. The Board will have the right to exclude existing office space on the property from the lease. The Board's transportation contractor will use radio communications equipment for dispatch functions.

Utilities:

In connection with the dispatch office, the property will need to be served by various utilities, including but not limited to sewer/septic, water, electricity, telephone, and internet. To the extent that hookups are not currently available, the Board's transportation contractor will cause same to be installed at its sole cost and expense.

Regulatory; Environmental Conditions; Flood Zone; Storm Drainage:

The property shall comply with all applicable laws, ordinances, codes, and ADA requirements. The property shall be free of hazardous or toxic materials or, in the alternative, any past or ongoing remediation must be acceptable to the Board in its sole discretion and must not prohibit the use of the property for its intended use. The property may not be located in a flood zone, according to applicable FEMA maps. The property must also be served by adequate stormwater drainage systems.

Assignment and Sublease:

The Board, as tenant, shall have the right to sublet or assign all or part of the property with the landlord's prior consent, which shall not be unreasonably withheld, conditioned, or delayed. The landlord's consent shall not be required for assignment or sublease to the City of New London or to the Board's transportation contractor.

Snow Removal:

The Board shall be responsible for snow removal at the property and its adjacent sidewalks, if any.

Maintenance:

The successful offeror will be responsible for all maintenance to the property, including but not limited to necessary repairs to, or repaving of, the parking surface.

Landscaping:

The successful offeror will be responsible for landscaping the property in accordance with all applicable legal requirements and approvals, at its sole cost and expense.

Security:

Security requirements will be negotiated, in consultation with the Board's transportation contractor. All security installations will be paid for by the Board's transportation contractor.

Hours of Service:

The Board, its transportation contractor, and its transportation contractor's employees, invitees, and contractors shall have access to the property at all times.

Form of Lease:

The Board will execute a lease substantially in the form attached hereto as Exhibit C, which will be modified as necessary based upon factors such as (but not limited to) the nature and condition of the successful offeror's property and the type and nature of governmental approvals required. The terms, conditions and provisions of the lease are incorporated into and made a part of this Request for Proposals. **Each offeror should be thoroughly familiar with all the terms, conditions and provisions in the form lease.** The lease may contain such other additional provisions that the Board deems necessary, and the Board reserves the right to modify the form of the lease prior to execution as deemed by the Board to be in its best interest. The successful offeror shall execute the lease within five (5) calendar days after presentation thereof by the Board. If the successful offeror fails to execute the lease within five calendar (5) days after presentation thereof, at the option of the Board, the award of the lease shall be withdrawn and become null and void. The Board may then proceed to award the lease to another offeror.

Litigation:

Information identifying any pending, threatened, and/or outstanding claims, legal issues, or litigation, as well as any outstanding judgments and liens against the offeror, must be provided with the proposal. If the offeror deems such legal actions not to be material and deems them to be consistent with the normal course of business, a statement to this effect must be submitted by an authorized representative of the offeror. The Board reserves the right to request additional information about any pending legal actions, whether disclosed in the offeror's submittal or not. This information must be submitted with the proposal.

Bankruptcy:

The offeror must provide a description of any voluntary or involuntary bankruptcy or insolvency proceedings with respect to the offeror, any related entities, or any principal(s) of the offeror, within the last seven (7) years. The Board reserves the right to reject any proposal submitted from an entity that has been in bankruptcy or insolvency proceedings or whose principal(s) or related entities have been in bankruptcy or insolvency proceedings within the past seven (7) years. This information must be submitted with the proposal.

Criminal Matters:

The offeror must provide description of any felony criminal proceedings or convictions with respect to the offeror, any related entities, or any principal(s) of the offeror. The Board reserves the right to reject any proposal submitted from an offeror who has, or whose principals or related entities have, been subject to criminal proceedings or who have been convicted of a crime. This information must be submitted with the proposal.

Legal Requirements:

The submission of a proposal will be construed to mean that the offeror is fully informed as to the extent and character of the property, services, supplies, materials, or equipment required and a representation that the offeror can furnish the property, services, supplies, materials or equipment satisfactorily in complete compliance with the proposal documents. The submission of a proposal will also mean that the offeror is fully informed as to the laws, rules, regulations, policies, procedures, and requirements of the Federal Government, the State of Connecticut, the City of New London, and the Board and that the offeror will fully comply with said rules, regulations, policies, procedures, and requirements.

Approval Process:

Once locations have been reviewed, evaluations will be completed internally. Lease agreements will not be executed until the final lease agreement, final costs, and terms have been reviewed and approved by the Board at a public meeting.

Modifications:

From and after the date of opening of the proposals, the Board will review each element of each offeror's submission. In order to clarify certain elements of a proposal, or in an effort to modify certain elements in order to better meet the Board's needs, the Board may meet with one or more offerors to discuss their proposals. Any changes in the requirements in this Request for Proposals that are agreed to by the offeror will be reduced to writing and acknowledged by the offeror and will serve as both a formal modification to the original proposal and as the basis for any awards and will be incorporated into the form of lease.

Proposals will remain firm and may not be withdrawn for a period of ninety (90) calendar days following the date of the opening.

Receipt of Late Submissions; Risk of Delay:

All proposals, amendments to proposals and withdrawals of proposals received after the deadline stated in the Notice to Offerors will not be considered and will be returned unopened. The offeror assumes the risk of any delay in the mail or in the handling of the mail by employees of the City of New London. Whether sent by mail or by means of personal delivery, the offeror assumes responsibility for having its proposal received by the City of New London before the deadline and at the place specified.

Interpretation:

No interpretation of the meaning of the proposal documents or the form lease will be made to any offeror orally. Every request for such interpretation must be made in writing or by email and sent to Wendy Purvins, c/o New London Public Schools, 134 Williams Street, New London, CT 06320, or purvinsw@newlondon.org if by email, with copies to Julie Chapman, 13 Masonic Street, New London, CT 06320, or Jchapman@ci.new-london.ct.us if by email, **not later than February 3, 2020**. Notice of any and all interpretations and any supplemental instructions prepared by the Board will be published as addenda on the City's website. Any interpretations and addenda shall be completed and issued by the Board. Offerors are required to acknowledge receipt of and conformance to all published addenda; failure of any offeror to receive any such addendum or interpretation shall not relieve any offeror from any obligations under his/her proposal submitted.

It is the offeror's responsibility to access the City's website and to receive all materials, data and addenda associated with this Request for Proposal.

Right to Accept/Reject:

AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE BOARD RESERVES THE RIGHT TO (I) WAIVE TECHNICAL DEFECTS IN PROPOSALS, (II) REJECT ANY AND ALL PROPOSALS, IN WHOLE OR IN PART, (III) CANCEL THIS REQUEST FOR PROPOSALS, (IV) MODIFY THE FINAL LEASE BASED UPON NEGOTIATIONS WITH OFFERORS, AND (V) MAKE SUCH AWARDS, IN WHOLE OR IN PART, INCLUDING ACCEPTING A PROPOSAL OR PART OF A PROPOSAL, THAT IN ITS JUDGMENT WILL BE IN THE BEST INTEREST OF THE BOARD, EVEN IF SUCH PROPOSAL IS NOT THE LOW COST PROPOSAL.

THE BOARD ALSO RESERVES THE RIGHT TO INTERVIEW AND NEGOTIATE WITH ONE OR MORE OFFERORS AFTER THE PROPOSALS ARE OPENED.

Other:

The Board will not pay a deposit.

The Board will pay rent monthly in arrears.

Offerors are encouraged to include additional information about the property or their companies that will assist the Board in the review of proposals and awarding of the lease.

All materials submitted with the proposals will become the property of the Board and will not be returned.

Exhibit B (Prohibited Lease Terms) provides certain disclosures related to leasing to the City of New London and the Board.

Attachments:

Exhibit A - Proposal to Provide Lease of Parking Lot

Exhibit B - Prohibited Lease Terms

Exhibit C - Form Lease

EXHIBIT A
REQUEST FOR PROPOSALS 2020-10
LEASE OF PARKING LOT

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

Response for REQUEST FOR PROPOSALS (RFP) #2020-10, issued by the CITY OF NEW LONDON, due February 13, 2020.

Responses must be in paper format. All accompanying drawings, site plans, and/or surveys are to be submitted both in paper format and by email in PDF format or DWG format, as applicable, and by USB drive. Responses may be delivered by U.S. mail or by hand. ***All Responses must be complete, typed or handwritten in ink (pencil is not accepted), and signed in ink by the bidder (referred to herein as the “offeror”). Facsimile, photocopied, or electronic signatures are not permitted. Illegible or vague responses may be rejected. To the extent that additional space is needed to answer any question, use additional sheets of paper as necessary, labeling each sheet with the corresponding question. Responses will remain firm and may not be withdrawn for a period of ninety (90) calendar days following the date of the opening.***

Three (3) paper copies of this Response must be submitted.

SUBMITTED BY:

Name of Firm or Person(s): _____

Address: _____

City, State, Zip Code: _____

Name of Preparer: _____

Email address: _____

Telephone numbers (office/mobile): _____

Date of Proposal: _____

1. PROPERTY NAME (IF APPLICABLE) AND LOCATION:

Name: _____

Street Address: _____

City, State, Zip: _____

2. AREA OF PARKING LOT/PROPERTY; TOPOGRAPHY:

a. Area (in square feet or acres) of parking lot or property estimated to accommodate the parking needs described in the RFP:

b. Describe the topography of the property. _____

3. PROPERTY STATUS: Is the parking lot (check one):

Existing _____ Under construction _____ To be constructed _____ If

existing, length of time in operation: _____

If under construction, or to be constructed, projected completion date: _____

4. OWNERSHIP AND LIEN INFORMATION:

a. When was the property acquired by the offeror? Please provide deed recording information.

b. Is the property subject to a mortgage or other lien? If so, please provide information, including a copy of the mortgage or other lien documentation.

5. FOR EXISTING PARKING LOT:

a. If the parking lot already exists, please describe its current condition. What is the surface comprised of (asphalt, gravel, etc.)? What is the age of the surface?

b. How many spaces are available? Are they striped? _____

c. When was the last time any improvements were made to the parking lot? Are there any improvements currently scheduled? Please provide details.

d. Do you already have all governmental approvals necessary to operate a parking lot at the property? Please list all approvals and dates obtained.

e. Please list all existing utility hookups serving the property and indicate the location of same on the property.

f. Is there a building located on the property that is suitable for use as a dispatch office? If so, please describe the building, including square footage and utilities serving same.

g. What is the current zoning classification of the property?

-
-
-
- g. Is the property currently subject to a lease to any third party? If so, please provide details, including the termination date.

-
-
-
- h. Is the property currently subject to any easements or other restrictions that would limit the use of the property by the Board? If so, please provide details.

-
-
-
- i. List all security features currently in place at the property.

-
-
-
- j. Describe the stormwater drainage features currently in place at the property.

6. FOR OTHER PROPERTY NOT CURRENTLY USED AS A PARKING LOT:

- a. Please describe the current condition of the property that will be subject to the lease with the New London Board of Education. Are there any improvements on the property? Is any part of the surface paved? If so, how much? When was the paving done?

b. Are any parking spaces currently available? If so, are they striped?_____

c. When was the last time any capital improvements were made to the property? Are there any capital improvements currently scheduled? Please provide details.

d. Do you already have all governmental approvals necessary to operate a parking lot at the property? Please list all approvals and dates obtained.

e. Please list all existing utility hookups serving the property and indicate the location of same on the property.

f. Is there a building suitable for use as a dispatch office located on the property? If so, please describe the building, including square footage and utilities serving same.

g. What is the current zoning classification of the property? What is the current use?

g. Is the property currently subject to a lease to any third party? If so, please provide details, including the termination date.

h. Is the property currently subject to any easements or other restrictions that would limit the use of the property by the Board? If so, please provide details.

i. Describe the stormwater drainage features currently in place at the property.

7. RENT AND OTHER CHARGES:

a. List the proposed annual rent that will be charged for the property for each lease year during the original term of the lease and any extension term(s):

8. IMPROVEMENTS (IF NECESSARY):

- a. To the extent that improvements are needed in order for the property to be used as a parking lot, or, for existing parking lots, to the extent that modifications or resurfacing is needed, please describe the work to be done and provide an estimate of the cost to complete same. In addition, please provide information about the contractor and/or subcontractors who would perform the work and their qualifications. Use additional sheets of paper if necessary.

- b. Please provide a detailed timeframe for the completion of improvements following the receipt of approvals, if necessary.

9. SITE PLAN/SURVEY:

To the extent that recent surveys or site plans are available, please provide copies. *All digital files are to be in PDF. Drawings are to be in both DWG and PDF format.*

The site plan or survey must show all access points to the property. Please provide a description of any traffic signals or other offsite improvements that would be needed if not shown on the site plan/survey.

10. ENVIRONMENTAL:

- a. Has any environmental testing or investigation been performed at the property? If so, please specify and provide copies of any and all reports.

b. Please provide a summary of any remediation that has taken place at the property.

c. Are there any known underground tanks that currently exist or are scheduled to be removed? If so, please provide details.

11. FLOODING, RISK MANAGEMENT & INSURANCE:

a. Can you provide a history of any flooding exposure/losses? _____

b. Is the property located within a “100-year flood zone” (“A”, “AE”, “AH”, “AO”, “AR”) as per applicable FEMA maps? Are there any bodies of water within a one-block radius of the property (e.g., streams, rivers, ponds, oceans)?

c. What insurance coverage would the Board be requested to carry (general liability limits requested, additional insured required on tenant’s policy, fire legal coverage required (tenant responsible for any fire damage))?

- d. Please provide information as to insurance coverage currently carried by the offeror for the property, including policy limits.

12. ACCESSIBILITY:

- a. How many entrances/exits serve the property? How wide are the curb cuts? Please provide those locations on the site plan. If there are current capital improvements scheduled for upgrades, please provide detailed information.

- b. Are there traffic lights or stop signs near the property? Are adjacent roads one-lane or two-lane?

13. FIRE & SAFETY:

- a. If required, does the property meet the requirements of the Connecticut State Fire Safety Code for the intended use of the New London Board of Education?

- b. Please describe any history of claims or criminal activity at the property (*e.g.*, theft, vandalism, drug offenses, violent crimes, security fences cut or breached).

c. Describe existing security measures in place at the property, if any: _____

14. OWNERSHIP OF PROPERTY; LITIGATION, BANKRUPTCY, AND CRIMINAL MATTERS:

a. Please provide the names and addresses of the principals of the property owner and all individuals and entities owning more than 20% of the direct or indirect equity in the entity owning the property.

b. Please provide details as to pending, threatened and/or outstanding claims, legal issues, or litigation against any of the entities or individuals listed in 14(a), above, or any related entities. For pending litigation, provide case names, docket numbers, and the name of the court, together with a brief summary of the matter. Use additional sheets of paper if necessary. *For purposes of 14(b) through (e), a “related entity” is an entity that controls or is under common ownership or control with the entities listed in 14(a), above.*

c. Have any of the entities or individuals listed in 14(a), above, or any related entities, been the subject of bankruptcy or insolvency proceedings within seven (7) years from the date of the offeror’s response to the RFP? If so, please describe. Use additional sheets as necessary.

- c. Have any of the entities or individuals listed in 14(a), above, or any related entities, been the subject of felony criminal proceedings? If so, please describe. Use additional sheets as necessary.

- d. Have any of the entities or individuals listed in 14(a), above, or any related entities, been the subject of lawsuits filed by tenants of properties owned by such entities or individuals? Provide case names, docket numbers, and the name of the court, together with a brief summary of the matter. Use additional sheets as necessary.

- e. Do any of the entities or individuals listed in 14(a), above, or any related entities, have outstanding judgments or liens against them? Provide case names, docket numbers, and the name of the court, as applicable, together with a brief summary of each judgment or lien. Use additional sheets of paper if necessary.

- f. Are you aware of any condition, event, or circumstance that might prevent or impede the leasing or the use of the property for its intended use as a parking lot? If so, please provide details. Use additional sheets of paper if necessary.

15. ADDITIONAL CONSIDERATIONS AS PART OF THIS RFP:

Please provide three (3) referrals, preferably current and prior tenants.

16. CONTACT:

Property Owner/Agent: _____

Street Address: _____

City, State, Zip Code: _____

Telephone/FAX: _____

17. SIGNATURE OF PROPOSER:

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

Signature (Owner/ Agent)

Date

Company

Please return the completed RFP response to:

CITY OF NEW LONDON
Julie Chapman, Purchasing Agent
13 Masonic Street
New London, CT 06320
Email: Jchapman@ci.new-london.ct.us

Statement of Offeror's Qualifications

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

1. Name of Offeror _____
2. Offeror's Tax Identification No. _____
3. Permanent main office address _____
4. When organized _____
5. If corporation, where incorporated _____
6. Number of years have you been engaged in your current business under your present firm or trade name _____
7. Contracts on hand: (Schedule these showing amount of each contract and the appropriate anticipated dates of completion) _____

8. General character of work engaged in by your company _____

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

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

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

12. List your major equipment available for this Contract _____

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

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

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

16. Credit available \$ _____
17. Give Bank reference _____
18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Board? _____
19. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Board in verification of the recitals comprising this Statement of Offeror's Qualifications.

Dated _____ (Name of Offeror)

By _____

Title _____

State of _____)
County of _____) ss.

_____, being duly sworn deposes and

says that (s)he is: _____

of _____,

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

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

(Notary Public)
My Commission expires _____

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

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

The principles of Affirmative Action are addressed in the 13th, 14th, and 15th Amendments of the United States Constitution, Civil Rights Act of 1866, 1870, 1871, Equal Pay Act of 1963, Title VI and VII of - the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, amended by 11375, (nondiscrimination under federal contracts), Act I, Sections 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58(a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of Blind (46a-51(1)), definition of Physically Disabled (46a-51(15)), definition of Mentally Retarded (46a-51(13)), cooperation with the Commission on Human Rights and Opportunities (46-77), Sexual Harassment (46a-60(a)-8), Connecticut Credit Discrimination Law (36-436 through 439), Title I of the State and Local Fiscal Assistance Act of 1972, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, Title II of the Genetic Information Nondiscrimination Act of 2008, Pub.L.110 -233, 42 U.S.C. § 2000ff, 29 CFR 1635.1 et seq., Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et seq., Age Discrimination in Employment Act, 29 U.S.C. § 621, Americans with Disabilities Act, 42 U.S.C. § 12101.

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

DATE

Signature of Authorized Signer

**CERTIFICATION OF OFFEROR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

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

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

CERTIFICATION BY OFFEROR

Offeror's Name _____

Address and Zip Code _____

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

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

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

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

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

Yes () No () Not Required ()

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

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

Name and Title of Signer (Please Type)

Signature

Date

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

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

Date: _____

By: _____

Official Address: _____

Title: _____

EXHIBIT B

PROHIBITED LEASE TERMS

Because of a variety of specific laws and/or the doctrine of governmental immunity, departments, agencies and parties (including the City of New London and the New London Board of Education) cannot agree to certain terms commonly found in real estate leases, agreements and contracts. The prohibited terms include:

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

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

EXHIBIT C
FORM OF LEASE
[see attached]

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “Lease”) is entered into as of the ____ day of [____], 2020, by and between [____], a [state of formation] [type of entity] having an address of [____] (the “Landlord”), and **NEW LONDON BOARD OF EDUCATION**, having an address of 134 Williams Street, New London, Connecticut 06320 (the “Tenant”).

BACKGROUND

WHEREAS, Landlord is the owner of the Property (as defined below) upon which a parking lot [**has been constructed**] [**will be constructed pursuant to the terms of this Lease**]; and

WHEREAS, Tenant has contracted with a school bus transportation operator (such contractor, together with any successor contractor under any contract for transportation services with Tenant, the “Contractor”) to provide transportation services for students in the New London School District; and

WHEREAS, Tenant requires parking for school buses used by Contractor under the contract, together with parking for the drivers’ personal vehicles; and

WHEREAS, Landlord and Tenant desire to enter into a lease of the Premises (as defined below) on the terms and conditions more particularly set forth herein.

NOW, THEREFORE, in consideration of the representations, warranties, covenants, agreements, and obligations of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

AGREEMENT

1. Lease of Premises.

(a) Landlord hereby leases the Premises (as defined hereinafter) to Tenant, and Tenant hereby leases the same from Landlord, subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease.

(b) The “Premises” consists of the real property commonly known and numbered as [____], [____], Connecticut (the “Property”), depicted on the site plan attached as Exhibit A, and as more particularly described in the legal description attached hereto as Exhibit B [**OPTION: SPECIFICALLY EXCLUDING THE BUILDING(S) LOCATED ON THE PROPERTY**]. The Premises [**contains**] [**shall contain**] sufficient parking for *at least* thirty-five (35) Type I diesel buses, fifteen (15) Type II diesel buses, [____] (____) Type II buses specially equipped for handicapped/wheelchair access, and sixty-five (65) individual cars.

(c) The Premises is leased to Tenant hereunder together with the right to use any vehicular entranceways, exitways, and accessways serving the Premises. Landlord represents and warrants that nothing exists which would prevent Tenant and/or the Permitted Users from accessing the Premises in accordance with this Lease.

2. Term.

(a) The term of this Lease (the “Term”) will commence on [_____, 2020] [the date on which the last of the required Approvals is issued by the relevant authority] [the date on which Landlord’s Work has been completed in accordance with the plans and specifications approved by Tenant] (the “Term Commencement Date”), and will expire, subject to Sections 2(b), 2(c), and 2(d), on June 30, 2024 (the “Termination Date”).

(b) Provided Tenant is not in default hereunder beyond any applicable grace period and provided there does not then exist an event which but for the passage of time would be an Event of Default, Tenant shall have one (1) option to renew this Lease for an additional five (5) year period (the “Additional Term”) upon the same terms, conditions, covenants and provisions as are herein contained except for the payment of rent which shall be calculated in accordance with Section 3(c). Tenant shall exercise such option no later than ninety (90) calendar days prior to the expiration of the original Term, by providing in writing its intention to do so. The term “Term” as used in this Lease, shall mean, collectively, the Term, as defined in Section 2(a) and, upon commencement of the Additional Term pursuant to this Section 2(b), the Additional Term.

(c) [Notwithstanding anything in this Lease to the contrary, this Lease is made under the express condition that (i) the Tenant obtain the necessary site plan approval and any and all special use permits, zoning approvals, building permits, fire department inspections, and/or public works inspections, approvals, and/or permits from the [City of New London/other municipality] (the “City”) and/or the State of Connecticut (the “State”) and their respective agencies and boards (collectively, the “Approvals”), to allow the construction [operation] of a parking lot on the Premises, said parking lot to comply with the current zoning and other legal requirements of the City and the State and (ii) the parking lot is constructed pursuant to standard design and engineering practices as adopted by the City. Tenant shall bear all costs and expenses of the Approvals and hereby agrees to use its best efforts to obtain said Approvals as soon as possible and to act in a diligent manner. Landlord agrees to cooperate by executing any and all documents required to enable Tenant to apply for and obtain the Approvals. If Tenant fails to obtain the necessary Approvals to allow for the construction [operation] of the parking lot, then Tenant, at its option, may declare this lease null and void and all monies paid hereunder shall be returned to Tenant. Tenant agrees to apply for the Approvals immediately upon the execution of this Lease.] [IF NO APPROVALS NEEDED: Intentionally Omitted.]

(d) During the Term or Additional Term of this Lease, continuation of the Lease from fiscal year to fiscal year is contingent upon the appropriation of funds by the City of New London, Connecticut, to fulfill the Tenant’s obligations under this Lease. If the Tenant is not appropriated sufficient monies to provide for the continuation of this Lease at any time during the Term or Additional Term of this Lease, as applicable, this Lease shall terminate on the date set by the Tenant.

(e) The first “Lease Year” shall mean that twelve (12) month period commencing on the Term Commencement Date. Thereafter, “Lease Year” shall mean each successive twelve (12) month period during the Term. If the Lease Year does not commence on the first (1st) day of a calendar month, the period from the first (1st) day of the Lease Year to the first (1st) day of the next calendar month shall be included for the purposes of determining the duration of the Lease Year and the monthly rental applicable for such partial month. Upon the occurrence of the Term Commencement Date, Landlord and Tenant agree to confirm the same (and the Termination Date) in writing.

3. Rent.

(a) Annual Rent. Tenant agrees to pay rent to Landlord as follows:

Lease Year	Annual Rent	Monthly Payment of Rent
1	\$	\$
2	\$	\$
3	\$	\$
4	\$	\$
5	\$	\$

Monthly installments of rent shall be payable in arrears. The first payment of rent shall be due and payable on the first day of the month following the Term Commencement Date (the “**Rent Commencement Date**”) and, thereafter, in arrears, on the first day of each month during the Term.

(b) Rent During Additional Term. The annual rent during the Additional Term shall be one hundred percent (100%) of the rent paid during the last year of the Term plus an amount equal to such last year of rent multiplied by the annual percentage increase, if any, in the Consumer Price Index for All Urban Consumers, Northeast Region, All Items, 1982-84 = 100 (the “**CPI-U**”) issued by the Bureau of Labor Statistics of the United States Department of Labor on or about January 15th of the last calendar year of the Term over the CPI-U for the period commencing January of the preceding calendar year, but in no event shall such percentage be less than two percent (2.00%), and the annual rent shall be adjusted accordingly.

(c) Partial Months. In the event that the Term of this Lease does not end on the last day of a month due to the exercise of any termination rights hereunder, the rent shall be prorated for such calendar month on a per diem basis, calculated on a thirty (30) day month.

(d) Additional Charges. Tenant will not be responsible for any additional services and/or charges not specified as being Tenant’s responsibility in this Lease.

4. Use.

(a) The Premises shall be used by Tenant only for school bus operations, including but not limited to, bus parking, personal vehicle parking, dispatch and communications, light maintenance of buses, general office use, and for no other use or purpose without Landlord’s prior written consent, which shall be granted or withheld in Landlord’s sole discretion. Tenant and its

Permitted Users (as defined below) shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week. Tenant will not hold the Premises open for use by the general public nor collect from the general public any rate or charge for the parking of a motor vehicle on the Premises. Tenant shall comply with all federal, state and local laws, ordinances, codes and regulations regarding the Premises and the permitted use upon the Premises, and shall undertake all reasonable measures reasonably necessary to ensure to Landlord's reasonable satisfaction that only Permitted Users use the Premises. Tenant will not maintain or suffer to be maintained any business, conduct, act or thing which will constitute a public or private nuisance or violate the Rules or any public ordinance during the Term hereof.

(b) **"Permitted Users"** are employees, contractors, invitees, agents, and representatives of Tenant or Contractor.

(c) Landlord acknowledges that Contractor will use radio communications equipment, including antennas, in connection with dispatch functions. **[IF LANDLORD'S OFFICE BUILDING IS USED: Landlord agrees that Contractor may install and maintain its radio equipment on the building located on the Premises.]**

5. Representations and Warranties.

(a) Landlord represents and warrants as follows:

(i) Landlord is the owner of the fee simple interest in the Premises and has good and marketable title to the same, subject only to the interests of Tenant created hereunder and such encumbrances and restrictions as of record may appear;

(ii) Landlord has full power, capacity, and authority to execute this Lease and all other documents required to be executed and delivered by Landlord pursuant to this Lease and to perform its obligations hereunder;

(iii) Landlord has not received any written notice or request for information which remains effective on the date hereof of any actual or potential claim, action, or proceeding which would prevent Landlord from performing its duties and obligations hereunder;

(iv) There is no pending or, to the best of Landlord's knowledge and belief, threatened, litigation, action, suit, proceeding, or investigation (by any person, any governmental or quasi-governmental agency, department, board, commission, bureau, or other entity or instrumentality or otherwise) affecting Landlord, any business of Landlord, or any affiliate of Landlord, or the Premises as of and after the date hereof that would prevent Landlord from performing its duties and obligations hereunder;

(v) Landlord is not aware of any condition, event, or circumstance that might, after the date hereof, prevent or impede Landlord's leasing or the use of the Premises for its intended use hereunder;

(vi) The Property is not located within the so-called "hundred-year flood zone" ("A", "AE", "AH", "AO", "AR") as shown on current FEMA maps; and

(vii) Landlord is not aware of any environmental condition affecting the Property that has not been previously disclosed to Tenant in writing.

(b) Tenant represents and warrants as follows:

(i) Tenant has full power, capacity, and authority to execute this Lease and all other documents required to be executed and delivered by Tenant pursuant to this Lease and to perform its obligations hereunder;

(ii) Tenant has not received any written notice or request for information which remains effective on the date hereof of any actual or potential claim, action, or proceeding which would prevent Tenant from performing its duties and obligations hereunder;

(iii) There is no pending or, to the best of Tenant's knowledge and belief, threatened, litigation, action, suit, proceeding, or investigation (by any person, any governmental or quasi-governmental agency, department, board, commission, bureau, or other entity or instrumentality or otherwise) affecting Tenant on and after the date hereof that would prevent Tenant from performing its duties and obligations hereunder; and

(iv) Tenant is not aware of any condition, event, or circumstance that might, after the date hereof, prevent or impede Tenant's leasing or the use of the Premises for its intended use hereunder.

[6. Construction of Improvements. [After receipt of the Approvals,] Landlord shall cause to be constructed and completed on the Property certain work and improvements, including, without limitation, new asphalt and lighting, providing water, sewer or septic connections, as applicable, electricity connections or new meters, as applicable, telephone and internet connections (collectively, "Landlord's Work"), which, when completed, shall convert the Property into an open-air illuminated parking lot with space for *at least* thirty-five (35) Type I diesel buses, fifteen (15) Type II diesel buses, [_____] (____) Type II buses specially equipped for handicapped/wheelchair access, and sixty-five (65) individual cars. Landlord shall apply for and obtain all permits, licenses, and certificates necessary for the performance of Landlord's Work (collectively, the "Permits"), to the extent that the same are not granted as part of the Approvals or are required to be obtained separately from the Approvals, and Landlord shall complete the same in a good and workmanlike manner and in accordance with all applicable laws by the Term Commencement Date. In the event that Landlord does not obtain the Permits on or before [____], Tenant shall have the right to terminate this Lease by written notice to Landlord provided on or before [____].] [THIS PROVISION IS TO BE INSERTED INTO THE LEASE IF PARKING LOT DOES NOT EXIST AND/OR WORK IS NEEDED]

[6. Acceptance of Premises. Except as provided herein, Tenant acknowledges that Tenant has made a full and complete inspection of the Premises, and as a result of such inspection, Tenant is taking possession of the Premises, and, excluding any latent defects and

any repairs (“repairs” includes, without limitation, repaving) that are reasonably necessary for Landlord to perform to keep the Premises in a commercially reasonable good and safe condition (which shall be at its sole cost and expense), accepts the Premises, in its “As Is” condition as of the date hereof. Notwithstanding anything contained above, Landlord agrees that any potholes and deteriorated pavement that currently exist at the Premises will be repaired in a manner that is acceptable to Tenant in its reasonable discretion no later than the Term Commencement Date. During said 60-day period, Tenant shall also have the right to perform such inspections regarding the Premises as it shall determine, and if Tenant is not satisfied with the Premises, for any reason, it may terminate this Lease by written notice to the Landlord that is sent on or before the end of said 60-day period, and all monies paid hereunder to that date shall be returned to Tenant. [LIST ANY ITEMS REQUIRING IMPROVEMENT AND A DEADLINE FOR COMPLETION. IF ITEMS ARE NOT COMPLETED BY DEADLINE, TENANT SHALL HAVE THE RIGHT TO TERMINATE THE LEASE UPON NOTICE TO LANDLORD.]] [THIS PROVISION IS TO BE INSERTED INTO THE LEASE IF PARKING LOT EXISTS AND NO MAJOR WORK IS NEEDED]

[Tenant and/or its Contractor shall have the right to place one (1) portable building on the Premises for use as an office.] [INSERT INTO APPLICABLE SECTION 6 IF NEEDED]

7. **Utilities.** Tenant shall be responsible for payment of all utility charges relating to the Premises, including, without limitation, water, fuel, gas, electric light and power, telephone, and internet charges.

8. **Landlord’s Access.** Landlord and Landlord’s agents may enter the Premises (a) to inspect the general condition and state of repair of the Premises; (b) to maintain the Premises or make repairs required or permitted under this Lease; (c) to show the Premises to any then-existing or prospective lender, tenant, or purchaser; and (d) for any other reasonable purpose.

9. **Indemnification.**

(a) Except to the extent caused by the negligence or willful misconduct of Landlord or any Tenant Related Parties (defined below), Landlord shall and hereby does indemnify, and agrees to hold Tenant, its officers, directors, employees, representatives, and agents, as well as the Contractor and board members of the Tenant (“**Tenant Related Parties**”), harmless against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including, without limitation, reasonable attorneys’ fees and other professional fees (if and to the extent permitted by law), which may be imposed upon, incurred by, or asserted against, Tenant or any of the Tenant Related Parties, and arising out of, or in connection with, the negligent use under this Lease of the Premises by Landlord, Landlord employees, agents, or invitees, including any injury or damage to a third-party occurring on the Premises due to such negligent use, or arising out of, or in connection with, Landlord’s failure to meet its obligations under this Lease.

(b) Landlord shall indemnify and hold Tenant harmless from and against claims by third parties for any loss or damage to property or person to the extent caused by Landlord’s negligence or the negligence of Landlord’s officers, directors, employees, and agents.

(c) As to any and all claims against the Tenant, the City of New London, or any of their respective officials, agents, or employees by any official, agent, or employee of the Landlord, or by anyone for whose acts the Landlord may be liable, the indemnification obligation stated herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Landlord under worker's or workman's compensation acts, disability benefit acts, or other employee benefit acts. The provisions of this paragraph and the immediately preceding paragraph shall survive the termination or expiration of this Lease.

10. Security of Premises.

(a) Landlord and Tenant agree that any additional security installations required by Contractor shall be made by Contractor at its sole cost and expense, following consultation with Landlord.

(b) Landlord shall not be responsible for providing security for the Premises. Any security provided by Tenant to the Premises shall be at Tenant's sole cost and expense.

11. Assignment and Subletting. Tenant shall not assign, sublet, nor in any manner transfer this Lease or any interest therein, nor sublet the Premises or any part or parts thereof, nor permit use or occupancy by anyone other than a Permitted User, without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Tenant may assign, sublet, and/or permit use and occupancy under this Lease either to Tenant's transportation contractor or to the City of New London or any of its subdivisions or agencies, provided that the assignee/subtenant accepts in writing an assignment or sublease of this Lease and agrees to be bound by all of its terms.

12. Insurance and Waiver of Subrogation.

(a) Tenant shall procure and maintain, at its sole cost and expense, throughout the Term hereof, a policy or policies of commercial general liability ("CGL") insurance, insuring Tenant against all claims, demands or causes of action arising out of or in connection with Tenant's use or occupancy of the Premises, with limits of such policy or policies to be in the amount not less than \$2,000,000.00 combined single limit for personal injuries to, or death of, any individual and in respect of property damaged or destroyed.

(b) Duly executed certificates of insurance evidencing the insurance required under this Section 12 shall be promptly delivered to Landlord at Landlord's request and at least ten (10) days prior to the expiration of the respective policy terms. Tenant's insurance policy or policies shall be written by insurance companies qualified to do business in the State of Connecticut and shall require that reasonable advance notice be given Landlord of any modification or cancellation of said policy or policies. Landlord shall be an additional insured on the insurance policies required under this Section 12.

(c) Notwithstanding anything to the contrary set forth above, Tenant may satisfy the insurance obligations in this Section 12 by self-insuring or through blanket policies of insurance.

(d) Landlord shall maintain comprehensive “all-risk” property insurance covering the Premises in amounts not lower than the value of the improvements on the Property. Landlord shall maintain commercial general liability insurance coverage in a commercially reasonable amount, not less than \$2,000,000 per occurrence/aggregate combined single limit for personal injury and property damage.

(e) Landlord and Tenant covenant that no insurer shall hold any right of subrogation against either of such parties and Landlord and Tenant shall obtain waivers of such subrogation rights from its insurers to the extent permitted by law.

13. Condemnation.

(a) If all or a material part of the Premises is taken for public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or is conveyed to the condemning authority under threat of condemnation, Landlord or Tenant may terminate this Lease, effective on the date of the taking, by delivering a written notice to the other party. If this Lease is not so terminated, the rent will be adjusted on a pro-rata basis to reflect the proportionate number of parking spaces lost, and Landlord shall use the condemnation proceeds to restore the Premises to the extent feasible under then-applicable legal requirements.

(b) Notwithstanding the foregoing, Tenant shall have the right to assert a separate claim against the condemning authority for relocation expenses and/or the cost of leasing substitute parking spaces for the remainder of the Lease Term and such other separate claims relating to the Premises that Tenant may assert against the condemning authority, provided that such claims by Tenant shall not reduce or diminish Landlord’s award.

14. Casualty.

(a) In the event of damage to or destruction of the Premises by fire or other casualty, the Landlord, at its sole cost and expense, shall properly restore the Premises as nearly as possible to its condition prior to such damage or destruction. All insurance proceeds received by Landlord pursuant to the provisions of this Lease, less the cost, if any, of such recovery, shall be held in trust and applied by the Landlord to the payment of such restoration, as such restoration progresses. To the extent that Landlord has available replacement parking spaces within the vicinity of the Premises that are not committed to or required by other users, Landlord will make available such replacement parking spaces during the restoration of the Premises. Tenant shall pay a prorated amount of rent due for any of the Premises which is still available for Tenant’s use and shall pay the then-current rental fee for any replacement spaces.

(b) If, at any time during the Term of the Lease, the Premises is completely destroyed or so damaged by fire or other casualty covered by insurance to render it unfit for use as contemplated herein, and repair or restoration is not economically feasible, the Tenant may terminate this Lease on at least ten (10) days’ written notice. Such notice shall be given within sixty (60) days after the date of such damage or destruction. If this Lease shall so terminate, all insurance proceeds shall belong to the Landlord.

(c) If this Lease is not terminated, and the proceeds of insurance are not sufficient to pay the full cost of repair or restoration, the Landlord shall pay the deficiency. If the insurance proceeds exceed the cost of repair or restoration, the excess shall be retained by the Landlord.

15. Maintenance.

(a) On and after the Term Commencement Date, Landlord shall be responsible for such maintenance and repairs of the Premises as may be required to maintain the Premises in substantially the same condition as it is as of the date of this Lease. In the event that Landlord fails to perform its obligations under this Section, Tenant may, at its option, after ten (10) business days prior written notice to the Landlord, take any or all such reasonable acts or incur any reasonable expense whatsoever to remedy the failure to perform. Landlord shall repay the third party costs incurred by Tenant for same within thirty (30) days after Landlord's receipt of demand for same together with reasonable backup of the costs. In every case in which Landlord is required by the terms of this Lease to pay to Tenant a sum of money (including, without limitation, payment of the third party costs referenced in this Section) and payment is not made within thirty (30) days after the same shall become due and payable, Landlord shall pay interest on such sum or so much thereof as shall be unpaid, from the date it becomes due until it is paid. Such interest shall be computed at the "prime rate" of interest from time-to-time posted or announced in the "Money Rates" section of the Wall Street Journal, but in no event greater than the maximum applicable legal interest rate.

(b) Notwithstanding anything in this Lease to the contrary, Tenant shall be solely responsible for removing any and all snow and ice from the Premises and all appurtenant and adjacent entrances, walkways and sidewalks.

16. Environmental Representations and Indemnity.

(a) Tenant's Compliance with Environmental Laws. Tenant, at Tenant's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of Federal, State, and municipal authorities pertaining to Tenant's use of the Premises and with the recorded covenants, conditions and restrictions, regardless of when they become effective, including, without limitation, all applicable Federal, State and local laws, regulations or ordinances pertaining to air and water quality, Hazardous Materials (as defined in Section 16(c)), waste disposal, air emissions and other environmental matters, all zoning and other land use matters, and with any direction of any public officer or officers, pursuant to law, which impose any duty upon Landlord or Tenant with respect to the use or occupancy of the Premises.

(b) Tenant's Indemnification. Tenant shall not cause or permit any Hazardous Materials to be brought upon, kept or used in or about the Premises by Tenant, its agents, employees, contractors or invitees without the prior written consent of Landlord. If the presence of any Hazardous Materials on the Premises or any other part of the Premises or any other adjacent property to the extent caused or permitted by Tenant results in any contamination, Tenant shall promptly take all actions at Tenant's sole expense as are necessary to return such property to the condition existing prior to the introduction of any such Hazardous Materials, provided that Landlord's approval of such actions is first obtained. Notwithstanding anything in this Lease to the contrary, nothing in this Lease shall require Tenant to obtain the consent of Landlord with regard to any substances normally found in motor vehicles, such as motor oil. Landlord agrees to

look to Contractor for violations of Environmental Laws relating to Contractor's use of the Premises, including maintenance to the school buses.

(c) For purposes of this Lease, the term "Hazardous Materials" means any one or more pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Federal Clean Water Act, as amended, or any other Federal, State or Local environmental law, regulation, ordinance, or rule, whether existing as of the date of this Lease or subsequently enacted.

(d) The provisions of this Section 16 shall survive termination or expiration of this Lease.

17. Events of Default.

(a) Default by Tenant. The following events shall be deemed to be events of default by Tenant under this Lease ("**Event of Default**"):

(i) Tenant shall have failed to pay the rent or any other charge provided herein, or any portion thereof, within thirty (30) days after Tenant's receipt of written notice that the same is due and payable; or

(ii) Tenant shall have failed to comply with any other provisions of this Lease and shall not cure such failure within thirty (30) days after Landlord, by written notice, has informed Tenant of such noncompliance, except that if such default cannot be cured within thirty (30) days with the diligent efforts of Tenant, Tenant shall have a reasonable period of time thereafter to cure said default, and during such additional period such event shall not be deemed an Event of Default.

(b) Default by Landlord.

(i) Any provision in the Lease, other than Section 17(b)(ii), to the contrary notwithstanding, if Landlord fails to perform its obligations under the Lease and such failure (a) interferes substantially with the normal use of all or any part of the Premises by Tenant as allowed herein and (b) continues for more than three (3) consecutive business days following notice from Tenant to Landlord of such failure and interference, then Tenant's sole remedy shall be that the rental shall be proportionately abated until such interference is eliminated or the Premises is otherwise rendered useable in the way it was previously. Additionally, if such interference continues for a period of thirty (30) or more consecutive days, then in addition to the rent being proportionately abated until such interference is eliminated or the Premises is otherwise rendered useable in the way it was previously, Tenant shall have the right and option to cancel the Lease upon giving written notice to Landlord following the end of such thirty (30) day period.

(ii) The termination right provided in Section 17(b)(i) shall not apply to a failure of Landlord to maintain the Premises as required under this Lease if such failure results from an occurrence beyond the reasonable control of Landlord.

18. Condition upon Termination. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord in the same condition as received, except for ordinary wear and tear or casualty that Tenant is not otherwise obligated to remedy under any provision of this Lease. [Upon termination of this Lease, Tenant shall immediately remove the portable office building and repair any damage to the Premises caused by the removal of such portable office building.]

19. Quiet Enjoyment. Landlord covenants that if, and so long as, Tenant keeps and performs each and every covenant, agreement, term, provision and condition herein contained on the part and on behalf of Tenant to be kept and performed, Tenant shall quietly enjoy the Premises from and against the claims of all persons claiming by, through or under Landlord or superior title to Landlord, subject, nevertheless, to the covenants, agreements, terms, provisions and conditions of this Lease.

20. Notices.

All notices, requests, consents, claims, demands, waivers, and other communications hereunder, other than day-to-day business notices sent and received in connection with this Lease (each, a “Notice”), shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee, as confirmed by the courier’s tracking system, if sent by a nationally recognized overnight courier (receipt requested, with tracking); (c) on the date sent by facsimile or email (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third business day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Notices must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a Notice given in accordance with this Section 20):

If to Landlord:	[ADDRESS] Facsimile: [FAX NUMBER] [Email: [EMAIL ADDRESS]] Attention: [TITLE OF OFFICER TO RECEIVE NOTICES]
with a copy to:	[LAW FIRM] Facsimile: [FAX NUMBER] [Email: [EMAIL ADDRESS]] Attention: [ATTORNEY NAME]
If to Tenant:	134 Williams Street New London, CT 06320 Facsimile: 860-447-6017 Attention: Cynthia E. Ritchie, Superintendent

with a copy to:	Shipman & Goodwin LLP Facsimile: 860-251-5215 Email: kroy@goodwin.com Attention: Kevin M. Roy, Esq.
-----------------	--

The parties' respective addresses set forth above may be changed by notice provided in the manner set forth in this Section 20. Notwithstanding anything in this Section 20 to the contrary, inability to deliver because of a changed address of which no notice was given or rejection or other refusal to accept shall be deemed to be the receipt of such notice as of the date of such inability to deliver, rejection or refusal to accept.

21. Subordination and Attornment.

(a) This Lease and Tenant's interest herein are and shall be automatically subject and subordinate to each and every (a) covenant, restriction and easement, (b) mortgage, and (c) ground or underlying lease, now existing or hereafter placed upon or affecting the Premises and to all renewals, amendments, modifications, consolidations, correlations, replacements and extensions thereof. Tenant hereby further agrees that Tenant will, in the event that Landlord shall deem it necessary or desirable, execute, acknowledge and deliver any and all commercially reasonable agreements subordinating this Lease to the foregoing, provided that said subordination agreement provides that so long as Tenant is not in default under any of the terms, covenants and conditions of, beyond any applicable notice and cure periods, this Lease then Tenant shall have the continuing right to peaceful possession of the Premises in accordance with the terms of this Lease.

(b) Tenant shall, in the event of the sale or assignment of Landlord's interest in the Premises, or in the event of any proceedings brought for the foreclosure of any mortgage made by Landlord covering the Premises, attorn to the purchase or foreclosing mortgagee and recognize such purchaser or mortgagee as Landlord under this Lease.

22. Dispute Resolution. Landlord and Tenant shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Lease. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, the parties may pursue legal suit, action, or proceeding arising out of this Lease or the transactions contemplated hereby and agree to bring such suit, action or proceeding in the Judicial District of New London in the State of Connecticut and each party irrevocably submits to the exclusive jurisdiction of such venue in any such suit, action, or proceeding. Service of process, summons, notice, or other document by certified mail in accordance with Section 22 shall be effective service of process for any suit, action, or other proceeding brought in any such court. Landlord and Tenant irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

23. JURY TRIAL. TENANT AND LANDLORD BOTH WAIVE A TRIAL BY JURY OF ANY OR ALL ISSUED ARISING IN ANY ACTION OR PROCEEDING BETWEEN THE

PARTIES HERETO OR THEIR SUCCESSORS, UNDER OR CONNECTED WITH THIS LEASE, OR ANY OF ITS PROVISIONS.

24. Holding Over by Tenant. If Tenant continues to use the Premises beyond the expiration of this Lease without written consent of the Landlord, such holding over shall not be deemed to create any tenancy, but Tenant shall be a Tenant at sufferance only, at a daily rate equal to one and one half (1.5) times the per diem rental rate and other charges under this Lease and the Landlord shall have, in addition, all of the rights and remedies reserved to it under this Lease.

25. Incorporation of RFP Documents. The Request for Proposals, RFP #2020-10, Lease of Parking Lot, of the City of New London released on January 15, 2020 (the "RFP"), shall form a part of this Lease, and the provisions thereof shall be binding upon the parties hereto. The provisions of the Landlord's response to the RFP dated _____ (the "**Landlord's Response**") are incorporated into this Lease to the extent that such provisions do not conflict with this Lease. In the event of any conflict between the terms and conditions of the Lease, the RFP, and the Landlord's Response, the terms of the Lease shall control.

26. Freedom of Information Act.

Tenant is a "public agency" for purposes of the Connecticut Freedom of Information Act ("FOIA"). Accordingly, this Lease and any correspondence, documents or other information delivered to Tenant in connection therewith may be considered public records and will be subject to disclosure under FOIA. In particular, Landlord should be aware that:

- (a) Tenant has no obligation to notify the Landlord of any FOIA request received by Tenant;
- (b) Tenant may disclose materials claimed to be exempt;
- (c) Tenant may in its discretion notify Landlord of FOIA requests and/or of complaints made to the Freedom of Information Commission concerning items for which an exemption has been claimed, but Tenant has no obligation to initiate, prosecute or defend any legal proceeding or to seek to secure any protective order or other relief to prevent disclosure of any information pursuant to an FOIA request;
- (d) Landlord will have the burden of establishing the availability of any FOIA exemption in any such legal proceeding; and
- (e) In no event shall Tenant or any of its officers, members, agents, representatives, or employees have any liability for the disclosure of documents or information in Tenant's possession where Tenant, or such officer, director, or employee, in good faith believes the disclosure to be required under FOIA or other law.

27. Miscellaneous.

- (a) The laws of the State of Connecticut will govern this Lease, without regard to its conflicts of laws principles.

(b) Any changes or modifications of this Lease must be in writing, and signed by the parties hereto. This Lease supersedes any previous understanding or agreements between the parties relating to the Premises.

(c) Paragraph and section headings are for convenience only, and in no way define or limit the scope and content of this Lease.

(d) No delay or failure by either party to enforce or exercise any rights or remedies hereunder shall constitute a waiver of such right or remedy, nor shall any single or partial exercise of a right or remedy preclude any other or further exercise of rights and remedies

(e) This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In addition, execution of this Lease by either party hereto may be evidenced by way of facsimile transmission of such party's signature (which signature may be by separate counterpart) or an electronically scanned image of a party's signature, and such facsimile signature, or electronically scanned image of such signature, shall be deemed to constitute valid and effective execution and delivery by such party of this Lease.

(f) This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided this paragraph shall not permit any assignment contrary to the provisions of this Lease.

(g) Each party acknowledges that no brokers have been involved in this transaction and each party agrees to defend, indemnify, and hold the other harmless from any claim by a broker to a commission as a result of the indemnifying party's involvement in the transactions contemplated by this Lease.

(h) This Lease may not be recorded by Tenant in the Land Records of the City of Hartford and any such recording shall be a default hereunder. The parties hereto shall execute a Notice of Lease, in accordance with Section 47-19 of the Connecticut General Statutes, and shall record same with the Land Records of the City of New London, Connecticut.

(i) Whenever the context may require, words used in this Lease shall include the corresponding feminine, masculine, or neuter forms, and the singular shall include the plural and vice versa. Unless the context expressly indicates otherwise, all references to "Section" are to sections of this Lease.

(j) So long as Tenant is not in default beyond any applicable notice, grace and cure periods in the payment of rent or in the performance of any other covenant or agreement contained in this Lease, Landlord covenants that Tenant may peaceably and quietly have, hold, occupy and enjoy the Premises.

(k) Nothing contained herein or done pursuant to this Lease shall be deemed to create, as between the parties, any partnership, joint venture, or agency relationship.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and date hereinabove set forth.

LANDLORD:

[_____]

By: _____
Name:
Its:

TENANT:

NEW LONDON BOARD OF EDUCATION

By: _____
Name:
Its:

SAMPLE

EXHIBIT A

Site Plan

[attach immediately following this page]

SAMPLE

EXHIBIT B

Legal Description

[attach immediately following this page]

SAMPLE