



City of New London

Department of Finance-Purchasing Agent

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

Request for Proposals

Specifications and Proposal Documents Attached

Proposal No.: 2017-15

Opening Date and Time: June 2, 2017 at 11:30 A.M.

Title: Reappraisal & Revaluation for the October 01, 2018 Grand List

Special Instructions:

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

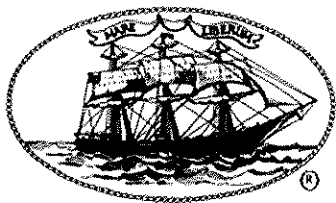
Sealed Proposal No.: 2017-15

Not to be opened until June 2, 2017 at 11:30 A.M.

Return Proposal to:

Alicia Smith, Purchasing Agent
City of New London
13 Masonic Street
New London, CT 06320

Proposal cannot be accepted after the Proposal Opening Date and Time indicated above.



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PLEASE RETURN THIS FORM IMMEDIATELY

Acknowledgement: Receipt of Request for Proposals

Proposal No.: **2017-15**
Reappraisal & Revaluation for the October 1, 2018 Grand List

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

Date Issued: 4/12/2017

Proposal Due Date: June 2, 2017 @ 11:30 A.M.

Date documents received: _____/_____/_____

Do you plan to submit a response? Yes _____ No _____

Print or type the following information:

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

E-mail: _____

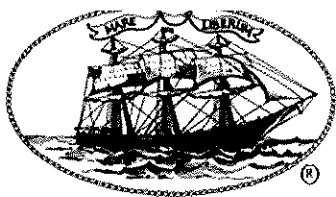
Received by: _____

Note: Faxed or e-mailed acknowledgements are requested.

Fax No.: (860)447-5297

E-mail: asmith@ci.new-london.ct.us

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



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Standard Request for Proposals (RFP) and Contract Terms and Conditions

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

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

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

Submission of Proposals

1. Proposals must be submitted on forms supplied by the City of New London or in the format requested in the specifications. Telephone, facsimile or e-mail proposals will not be accepted in response to a Request for Proposals. An original and one (1) copy, unless otherwise indicated in the specifications, of the Proposal Form shall be returned to the Purchasing Agent.
2. The date and time proposals are to be opened are given in each Request for Proposals issued. Proposals received after the specified date and time of the proposal opening given in each Request for Proposals will not be considered. Proposal envelopes must clearly indicate the proposal number as well as the date and time of the proposal opening. The name and address of the proposer should appear in the upper left-hand corner of the envelope.
3. Incomplete proposal forms may result in the rejection of the proposal. Amendments to proposals received by the Purchasing Agent after the date and time specified for the proposal opening shall not be considered. Proposals shall be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil shall be rejected. A person duly authorized to sign proposals for the proposer shall sign all proposals. Unsigned proposals shall be rejected. The person signing the Proposal Form or their authorized designee must initial errors, alterations or corrections on both the original and copy of the Proposal Form to be returned. In the event an authorized designee initials a correction, there must be written authorization from the person signing the Proposal Form to the person initialing the erasure, alterations or corrections. Failure to do so shall result in rejection of the proposal for those items erased, altered or corrected and not initialed.
4. Conditional proposals are subject to rejection in whole or in part. A conditional proposal is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the Request for Proposals.
5. Alternate proposals will not be considered. An alternate Proposal is defined as one that is submitted in addition to the proposer's primary response to the Request for Proposals.
6. Prices should be extended in decimal, not fraction, to be net and shall include delivery and transportation charges fully prepaid by the Contractor to the destination specified in the Request for Proposals and subject only to cash discount.
7. Pursuant to Sections 12-412 and 12-412(1) of the Connecticut General Statutes, the City of New London is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in the proposal prices.
8. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

Standard Request for Proposals (RFP) and Contract Terms and Conditions (cont.)

9. By its submission the Proposer represents that the proposal is not made in connection with any other Proposer submitting a proposal for the same commodity or commodities and is in all respects fair and without collusion or fraud.
10. All proposals will be opened and read publicly and upon award are subject to public inspection.

Guaranty or Surety

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

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

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

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

Award

12. Award of this contract will be made to the lowest responsible, qualified proposer and will be based on net cost and City specifications. The City of New London reserves the right to reject any and all bids or parts thereof, to waive any informality and to award this contract to other than the low proposer and to make multiple awards if deemed in the best interest of the City.
13. The City of New London allows a fifteen percent (15%) local vendor preference. A New London based business will be considered the lowest responsible proposer if it's proposal is within fifteen percent (15%) of the low proposer and it is willing to accept the award at the low proposal price. Any proposer claiming to be a New London based business must provide documentation that all of its motor vehicles are registered in New London and that payment of all of its property and motor vehicle taxes are current.
14. The City of New London may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.
15. The Purchasing Agent may correct inaccurate awards resulting from clerical or administrative errors.

Other Requirements

16. The City has an employment preference goal that jobs be offered to local residents on public prevailing wage projects with thresholds great than \$100,000 for renovation and \$400,000 for new construction. For such projects, it is understood that contractors shall make a good faith effort to employ a participating workforce comprised of twenty-five (25%) local residents of New London County, CT, with residents of the City of New London, CT getting a priority representing fifty percent (50%) of said participation, which will include twenty-five percent (25%) female and minority.

Standard Request for Proposals (RFP) and Contract Terms and Conditions (cont.)

17. The City has an employee training preference goal that apprenticeship opportunities be made available for state licensed trades on public prevailing wage projects with thresholds greater than \$100,000 for renovation and \$400,000 for new construction. For such projects, it is understood that contractors shall make a good faith effort to employ a minimum of ten percent (10%) of the workforce per state licensed trade as apprentices and, of this number, a minimum of fifty percent (50) shall be in the first year of apprenticeship training.

Contract

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

Bodily Injury and Property Damage – One million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) aggregate

Products or Completed Operations - One million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) aggregate

Professional Liability (Errors and Omissions) Coverage appropriate to the contractor's operations – Two million dollars (\$2,000,000.00) each occurrence

Commercial Automobile Coverage including owned, non-owned, leased and hired vehicles (if used on City of New London property) – One million dollars (\$1,000,000.00) combined single limit for each accident.

Workers' Compensation Coverage - Will be in accordance with State of Connecticut requirements at the time of Proposal.

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

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

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

Standard Request for Proposals (RFP) and Contract Terms and Conditions (cont.)

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

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

Delivery

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

Saving Clause

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

Advertising

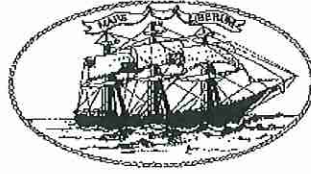
29. Contractors may not reference sales to the City of New London for advertising and promotional purposes without prior approval of the City of New London.

Rights

30. The City of New London has sole and exclusive right and title to all printed material produced for the City of New London and the Contractor shall not copyright the printed matter produced under this contract.
31. The Contractor assigns to the City of New London all rights, title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the Connecticut General Statutes. This assignment occurs when the contractor is awarded the contract.
32. The Contractor agrees that it is in compliance with all applicable federal, state and local regulations, including but not limited to Connecticut General Statutes Section 7-148i. The Contractor also agrees that it will hold the City of New London harmless and indemnify the City of New London from any action which may arise out of any act by the Contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Sections 22a-194 to 22a-194g of the Connecticut General Statutes related to product packaging.

Standard Request for Proposals (RFP) and Contract Terms and Conditions (cont.)

33. This contract is subject to the provisions of Executive Order Number Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provision of Executive Order Number Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and Section 16 of Public Act 91-58, nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.



CITY OF NEW LONDON, CONNECTICUT

REQUEST FOR PROPOSALS REAPPRAISAL AND REVALUATION OF ALL TAXABLE AND TAX EXEMPT REAL PROPERTY FOR THE OCTOBER 1, 2018 GRAND LIST

DATE DUE: JUNE 2, 2017
TIME: 11:30 A.M.

SUBMIT PROPOSALS TO:

The Office of the Purchasing Agent
Alicia Smith, Purchasing Agent
City of New London
13 Masonic Street
New London, CT 06320

REQUEST FOR PROPOSALS

PROJECT: THE COMPLETE REAPPRAISAL AND REVALUATION OF REAL PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF NEW LONDON, CONNECTICUT.

EFFECTIVE OCTOBER 1, 2018

The City of New London, Connecticut, through the Office of the Assessor, will receive **SEALED PROPOSALS** for the Revaluation of all real property located in the City of New London for the October 1, 2018 Grand List as mandated by C.G.S. §12-62. The City is seeking proposals from qualified Contractors to assist the Assessor in performing this Revaluation.

Respondents interested in providing the Revaluation service as outlined in the accompanying specifications and in accordance with the conditions and reservations contained within this Request for Proposal (RFP), will deliver proposals up until 11:30 A.M. on JUNE 2, 2017 in the Purchasing Office at the City of New London, 13 Masonic St, New London, Connecticut 06320. No proposals will be accepted after this date and time.

The City of New London reserves the right to amend or cancel this RFP at any time if it is in the best interest of the City. The City of New London reserves the right to reject any, or any part of, or all proposals for any reason; to waive informalities and technicalities; and to accept the proposal which the City and the ASSESSOR deem to be in the best interest of the CITY OF NEW LONDON, whether or not it is the lowest dollar bid.

NOTICE TO BIDDERS
2018 REVALUATION BID

Sealed bids for the Revaluation of all real estate in the City of New London will be received by the City of New London until 11:30 A.M. on JUNE 2, 2017 in the Purchasing Office, 13 Masonic St, New London, CT 06320. No bids shall be received after said hour. **Electronic submittals will not be accepted.**

Proposals must be hand-delivered or mailed to the attention of:

Alicia Smith – Purchasing Agent
13 Masonic St
New London, CT 06320

Copies of the RFP documents may be downloaded from the following websites:

City of New London -	http://ci.new-london.ct.us
State of Connecticut -DAS	http://www.das.state.ct.us
Public Purchase –	http://www.publicpurchase.com

The bid opening will take place in the PURCHASING AGENT’S OFFICE FOLLOWING THE CLOSING TIME AS SPECIFIED ABOVE. ALL RESPONDENTS ARE INVITED TO ATTEND THE OPENING.

The City of New London reserves the right to reject any and all proposals, to waive minor irregularities and informality in the bidding or in any proposal, and to award the contract to other than the low bidder if deemed in the best interest of the City of New London.

INFORMATION FOR BIDDERS

2018 REVALUATION BID

DEFINITIONS

For the purposes of this RFP the following meanings shall apply:

- a. **“Appraiser or Appraisal Company”** shall mean the appraisal firm(s) assisting the Contractor in the preparation of the Revaluation.
- b. **“Assessor”** means the appointed Assessor of the City of New London.
- c. **“CAMA”** means the Vision Appraisal Technology Computer-Aided Mass Appraisal System in use by the City as of the date of the Contract awarded hereunder.
- d. **“Contract”** means the agreement awarded to the Contractor and signed by the Contractor and the City.
- e. **“Contractor”** shall mean the successful respondent to whom the Contract is awarded.
- f. **“Respondent”** means the firm responding to this RFP.
- g. **“Revaluation”** means the Revaluation of all real property within the corporate limits of the City of New London, in accordance with the conditions and specifications of this RFP.
- h. **“Revaluation Project Report”** means the documents prepared by the Contractor following the completion of the Revaluation.
- i. **“City”** means the City of New London.
- j.

I. GENERAL INFORMATION

A. SCOPE OF REVALUATION

The project includes the complete reappraisal and revaluation of all real estate within the City of New London, Connecticut, as of October 1, 2018. The assessed values to be determined shall be seventy (70) percent of the full fair market value as defined in Section 12-63 of the Connecticut General Statutes and shall be based on recognized methods of appraising and conform to Uniform Standards of Appraisal Practices, and the required Connecticut General Statutes for the licensing and certification of all individuals involved in the appraisal of real estate.

The Contractor shall furnish all of the databases, labor, materials, supplies, and equipment and perform all work for the project in strict accordance with the specifications herein.

All work to be carried out in this project and all forms, materials, and supplies utilized in this project shall conform to and be executed in accordance with the requirements of the Secretary of the Office of Policy and Management and the Connecticut General Statutes pertaining hereto, and shall be subject to the direct supervision and approval of the Assessor of the City of New London, Connecticut. The Revaluation will cover all real property in the City of New London including the following categories:

1. Taxable real estate, land, buildings, and improvements
2. Exempt real estate, land, buildings, and improvements
3. Public utility real estate, land, buildings, and improvements

B. SOFTWARE

Presently the City has the VISION APPRAISAL TECHNOLOGY software (Version 6.5.986) in-house. The Contractor shall be required to perform the Revaluation using the most current version of VISION APPRAISAL SOFTWARE. The Contractor shall be responsible for obtaining at its sole expense, any software, software support, updates or licensing required to complete the Revaluation. Currently the City uses Quality Data Services Inc. for its Administration software and Tax Billing software.

C. PROPOSAL

The City is requesting that proposals include bids for one of the following two options, each of which shall include separate fee proposals. Proposer is strongly encouraged to provide Proposals for all options:

Option 1: Revaluation of all real properties (residential, commercial, industrial and exempt).

Option 2: Revaluation of all real properties (residential, commercial, industrial and exempt) including the integration of completed digital imaging.

D. EFFECTIVE DATE:

The effective date of this revaluation project shall be for the October 1, 2018 Grand List and the pricing and valuation by the contractor of all land, building and property under this contract shall reflect the fair market value as of October 1, 2018. The work on the Contract shall commence on or before October 1, 2017 (for the October 1, 2018 revaluation date.) The work on the Contract shall be completed through the completion

of the duties of the Board of Assessment Appeals for the City for the October 1, 2018 revaluation date.

E. CONTRACT EXCLUSIONS:

1. The revaluation is a valuation update and therefore the Revaluation Contractor will not be responsible to measure and list those parcels that the Assessor's office has valued, reviewed and or changed from 10/1/2013 to 10/01/2017.
2. The City will be responsible for sending out ALL necessary Income and Expense Forms to ALL non-residential properties. Data entry of same will be the responsibility of the contractor.

All information pertaining to the Contractor's technical and management approach to completing the Revaluation, as well as the proposed cost, timetable and staffing plan, shall be presented in the proposal. The proposal must address, at a minimum, each of the issues as set forth in the RFP as well as any addendums in order to be considered responsive.

Any bid proposal, which does not respond to each issue in the RFP, may be rejected by the Assessor as non-responsive.

F. CITY DATA

The City of New London is contained within 5.5 square miles. The 2010 Census indicated the City's population is 27,620. The last City-wide Revaluation of property in New London was completed in 2013. Assessors' maps are updated annually. The approximate composition of property types in the City of New London is delineated in the following table:

PROPERTY CLASS:	TOTAL PARCELS:
Residential	4,883
Apartments (5+ units)	173
Condo's	927
Vacant Land (Residential, Commercial, Exempt)	190
Commercial	700
Industrial	23
Public Utility	3
Use Assessment	1
Exempt (Residential, Commercial – Improved)	342
 TOTAL PARCELS	 7242
 Total Real Estate Grand List – 2016 (Including Exempt Properties)	 \$1,956,419,790

II. BID PROCESS

A. PROPOSAL SUBMITTALS

1. Submission of Proposals

Proposals must be in a sealed envelope clearly marked “**Assessor Revaluation Proposal.**” The envelope shall then be placed in an outer envelope which shall be securely sealed and addressed to Alicia Smith, Purchasing Agent, 13 Masonic St, New London, CT 06320. It shall bear the name and address of the Respondent and the designation of the Contract to which the proposal refers. Please submit one (1) original and two (2) copies of the proposal. **Electronic submittals will not be accepted.**

2. Preparation of Proposal

To assist the Respondents in successfully responding to the RFP, we have developed a proposal outline and several documents that must be completed and submitted with the proposal. Please format your responses as outlined below:

- (i) A letter of transmittal, including a Corporate Resolution (if Respondent is a corporation), signed by the individual authorized to negotiate for and contractually bind the Contractor stating that the offer is effective for at least ninety (90) days from the deadline for the submission of proposal. Also include the name and telephone number of person(s) to be contacted for further information and clarification.
- (ii) Copy of the firm’s Financial Statement for the last three (3) fiscal years. The City reserves the right to request additional financial information relative to the Respondent’s financial stability.
- (iii) One page summary of the Contractor’s advantages and strengths.
- (iv) Copy of the Respondent’s current Connecticut Revaluation Certification issued pursuant to Connecticut General Statutes Section 12-2c.
- (v) Indication of years the Respondent has been engaged as a company, corporation, partnership, or individual specializing in municipal Revaluation services.
- (vi) A list of the Connecticut municipalities for which the Respondent has completed Revaluation programs.

- (vii) Listing of all municipal Revaluations completed during the past five (5) years, including client contact, telephone number, size of municipality, scope of services rendered and date completed.
- (viii) A listing of any lawsuits against Respondent by any government entity in the last three (3) years for which Respondent has performed services. A listing of any cases under investigation or review in the last three years by the Attorney General's Office or the Office of Policy and Management.
- (ix) A listing of all Revaluations, now underway or under Contract, telephone number, size of municipality, scope of services rendered and date completed.
- (x) Written assurances that the Revaluation will meet the Assessor's Certification Requirements and schedule.
- (xi) Listing of personnel to be assigned to the City of New London Revaluation project, including years of experience in current positions and other Revaluation or appraisal positions, municipalities served, and their roles in those Revaluations. Also identify the personnel role/responsibilities and minimum number of days committed to this project. Identify other projects each individual is currently assigned to and their anticipated completion date of that assignment. Resumes of personnel assigned shall also be included.
- (xii) Create a work-plan that addresses the key tasks and respective completion dates outlined in the RFP. The work-plan should include each task, completion date and person responsible for completing the identified tasks.
- (xiii) Description of the methodologies used for assessing values for residential, commercial, industrial, condominium and vacant land parcels.
- (xiv) Description of sales analyses performed to verify accuracy of valuations.
- (xv) Description of verification process for sales used in the sales analysis.
- (xvi) Description of the proposed public relations program that would be used during the Revaluation.

- (xvii) Create a work-plan that addresses maintaining both CAMA systems with the most current information. (See Section V, Paragraph F)
- (xviii) Respondent Bid Schedule Form – This form is found in the “Bid Forms” section and should be completed in its entirety.
- (xvii) Respondent Non-Collusion Agreement – This form is found in the “Bid Forms” section and should be completed in its entirety.
- (xviii) Description from Senior Appraiser from the revaluation company as to how he/she will work with Appraiser in developing Commercial property values.
- (xix) A list of Cities where the Respondent has performed a revaluation using the VISION APPRAISAL TECHNOLOGY software as the CAMA system.

3. Bid Bond

A Bid Bond or certified check in the amount of 10% of the highest bid amount must be submitted by the Respondent with his bid as a guarantee that, if awarded the Contract, he/she will execute the Contract as presented to him and furnish a Performance Bond satisfactory to the Finance Director of the City of New London within two weeks after the receipt of the notice of award. Should Respondent fail to comply with the provisions of this paragraph, the parties agree that the resulting damages to the City are not readily ascertainable, that there will be uncertainty and delay for the City in finding another acceptable Respondent, and resulting expense and inconvenience. Therefore, to avoid controversy, the parties agree that the City may call the Bid Bond without objection by Respondent or retain the funds paid to the City by respondent as reasonable liquidated damages for Respondent’s failure to comply with the provisions of this paragraph.

4. Taxes

Since the City of New London is exempt from all taxes, no charges for taxes of any kind should be included in your proposal or on any invoices to the City.

5. Contract Documents; Exceptions

The terms of this RFP will be incorporated into the Contract awarded to the successful Respondent. (See Appendix B) Therefore, any exceptions to the terms of the RFP must be noted in the proposal. Attachments to the proposal must be in addition to, not in lieu of, the provisions of the RFP. Any conflict between provision(s) of the Contract, the RFP, the proposal or other attachments or exhibits will be resolved in favor of the provision which provides for a higher standard of obligation or service by the Contractor and a lower measure of liability for the City.

6. Withdrawal of Proposal

Any bid may be withdrawn prior to the above-scheduled time for receiving bids, or any authorized postponement thereof. Any withdrawal shall be effective only if delivered to the Assessor in writing prior to the opening time set forth above. Any bids received after the date and time specified will NOT be considered. No Respondent may withdraw a bid within 90 days after the actual opening thereof.

7. Inquiries

Any questions regarding the RFP's content and/or intentions shall be addressed and clarifications will be made. The City of New London requests that all questions and/or clarifications be received in writing or email to the Assessor no later than 11:30 A.M. on May 18, 2017. Please address your letter or email to the following address:

Alicia Smith
Purchasing Agent
13 Masonic St
New London, CT 06320
(860) 447-5215
asmith@ci.new-london.ct.us

Any responses to these questions shall be posted on the City's website, <http://ci.new-london.ct.us> and sent to any Respondent who has provided an e-mail address for this purpose.

Additionally, after proposals are received, the City reserves the right to communicate with any or all of the Respondents to clarify the provisions of this request. The City further reserves the right to request additional information at any time after proposals are opened.

8. Reservations

The City of New London reserves the right, in its sole discretion to reject any or all proposals or parts of proposals for any reason whatsoever; to waive informalities in said proposals; or to accept any proposal or part thereof deemed to be in the best interests of the City of New London.

The City of New London reserves its right to cancel, revoke, rescind or nullify any bid award, without penalty, if the State of Connecticut passes any act or amends any of the statutes or regulations, affecting the timing, method or requirements of the Revaluation process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal was selected. Submission of the proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the Contract between the City and the Contractor selected.

B. PROPOSAL EVALUATION CRITERIA

The criteria upon which proposals will be evaluated include, but are not limited to, the following:

1. Directness of response to the specifications.
2. Cost of the project will be considered, but will not be the sole basis for evaluation. Respondents must demonstrate that they are qualified and responsible as well.
3. Prior experience.
4. Nature and size of Respondent's organization and familiarity with the area.
5. Quality of similar projects Respondent has completed in the past.
6. Project timetable.
7. Range and completeness of the public information program.

C. NOTICE OF AWARD

A Notice of Award will be issued to advise the successful Respondent of the intended award of the Contract, and of Respondent's obligations to the City in the way of bid documents Respondent has to furnish, including the Performance Bond and the required Insurance Certificate (as covered in Section III). Until the successful Respondent meets these obligations, the Respondent is forbidden to proceed with the Contract.

All of the conditions of this RFP and the Respondent's responses are subject to review and approval by the City's Director of Law.

III. GENERAL CONDITIONS

A. BONDING

The Contractor shall furnish to the City a Performance Surety Bond in the amount of the Contract price, which bond shall be issued by a bonding company authorized to do such business in the State of Connecticut with a minimum A.M. Best Company rating of A+ or specifically approved by the Chairman of the Board of Finance of the City of New London. Said bond shall be in a form satisfactory to and approved by the Board of Finance Chairman and shall be delivered to the City for the Board of Finance Chairman's review prior to the signing of the Contract.

It is understood and agreed that upon the satisfactory completion of the Revaluation, the performance bond shall be reduced to 10% of the value of the Contract. This reduced amount of bond shall become effective after the Revaluation has been completed and has been approved by the Assessor and after the completion of the duties of the Board of Assessment Appeals.

The successful Respondent to whom the Contract is awarded must file the required Performance Bond within two weeks of the date of notification of award. Failure or neglect to do so may be considered by the City as proof that the Contractor is unable to fulfill the Contract.

B. COPYRIGHT LIABILITY

The Contractor shall indemnify and hold the City harmless from liability of any nature or kind, including costs and expenses for or on account of, any patented or copyrighted equipment, materials, articles, or processes used in the performance of the Contract.

C. INDEMNIFICATION

The Contractor agrees to indemnify, hold harmless and defend the City, including but not limited to its elected officials, officers, and employees from and against any and all liability for loss, damage or expense which the City may suffer or for which the City may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with performance of the Contract,

whether or not due in whole or in part to any act, omission or negligence of the City or any of its representatives or employees.

D. REVALUATION CERTIFICATE

The Contractor must hold from the time of submission of the proposal through the completion of all work, a valid Connecticut Revaluation Company Certificate pursuant to Section 12-2c of the Connecticut General Statutes. Such failure shall constitute a default under the contract.

E. PERSONNEL

The Contractor shall provide experienced and qualified personnel in compliance with the requirements of the Equal Employment Opportunity provisions of Federal and State governments. The Company shall adhere to all legislation related to employment procedures.

The Assessor will request and have the final decision as to the specific personnel that will be assigned to perform all tasks related to the City of New London Revaluation. The ability of the Contractor to commit these people for the duration of the project will have a direct effect on the awarding of the Contract.

1. Qualifications of Personnel

All personnel assigned to the Revaluation project shall be subject to the approval of the Assessor and shall be removed from the project by the Contractor upon the written order of the Assessor.

Proposals must identify a Project Manager, Field Appraisal Supervisor, Residential Appraisers, Commercial Appraiser and the number of data collectors to be utilized on this project. The City must approve any changes to the Contractor's staffing as outlined in their proposal. Any proposed new or replacement staff are subject to the approval of the Assessor.

A minimum number of workdays to be spent on the Revaluation for each employee must be identified. A listing of concurrent projects that the employees will be assigned to must be identified.

The Contractor **shall not allow** any on-the-job training of their new employees in the City of New London while the Revaluation is underway without the consent of the Assessor.

2. Minimum Qualifications

(i) Project Manager

The administration of this project shall be assigned by the Contractor to the Project Manager, who shall be certified by the State of Connecticut as a Revaluation Supervisor, and preferably shall have not less than ten (10) years of practical appraisal experience in the appraisal of residential, commercial, industrial, and special use property appraisal.

(ii) Field Appraisal Supervisor

The Field Appraisal Supervisor will be the primary, on-site supervisor for the Revaluation. This individual shall be certified by the State of Connecticut as a Revaluation Supervisor, and preferably shall have not less than seven (7) years of property assessment experience. The Field Appraisal Supervisor must be available at all times for immediate resolution of any daily operational or public relations issue.

(iii) Senior Commercial Appraiser

The Senior Commercial Appraiser shall be certified under Connecticut Revaluation Program, and preferably that they have an MAI designation and shall not have less than seven (7) years of practical experience in the appraisal of commercial, industrial, and special use property appraisal.

(iv) Reviewers and Appraisers

Reviewers and appraisers working for the revaluation company shall be certified under the Connecticut Revaluation Certification Program, and preferably shall not have less than five (5) years of practical experience in the appraisal of the particular types of properties for which they are responsible. Two (2) years of this experience shall be in the mass appraisal field and shall have occurred within the past eight (8) years.

(v) Data Collectors

Data Collectors shall have a high school diploma or equivalency and experience in the municipal Revaluation field. Any person, who does not meet these qualifications, must work under the direct supervision of an appraiser or project manager. No more than four (4) different data collectors will be assigned to the Revaluation without the approval of the Assessor. Data Collectors shall do complete physical inspections on all specified properties. Minimum age for a Data Collector is twenty-one (21) years old.

F. OFFICE HOURS AND STAFFING

The contractor shall maintain an office in the City of New London as needed or as otherwise directed by the Assessor from the commencement of work on the Revaluation through the conclusion of the informal hearings. This office shall be staffed at the Contractor's expense with clerical staff as well as other qualified and certified full-time persons as needed so as to insure their successful completion of the Revaluation, in accordance with the completion dates set forth in Section III, Paragraph M, hereof and any addenda hereto. The Contractor will be responsible for responding to voice messages from residents until the completion of the Revaluation. Any change in hours or personnel must receive prior written approval by the Assessor.

At the commencement of the Revaluation, the Contractor shall be provided one (1) telephone with one (1) telephone number by the City. At the discretion of the Assessor, the Contractor may be required to add additional telephone lines in preparation for the informal hearings. The Contractor shall be responsible for all monthly charges on such additional lines. At the Assessor's option, the Contractor may also provide an 800 number contact for the residents at Contractors off-site facility.

G. IDENTIFICATION

All field personnel shall carry visible identification cards approved by the City of New London Director of Finance. Such cards shall be laminated and include a recent photograph. All motor vehicles used by field personnel shall be registered with the Assessor's office and the Police Department, giving license number, make, model, year and color of vehicle. The City will provide each field person with a "City of New London" sign that will be used on their vehicles for identification. In addition, all field personnel shall carry a "Letter of Introduction" signed by the Assessor.

H. BACKGROUND CHECK

All personnel will be subject to background checks by the City of New London Police Department.

I. CONFLICT OF INTEREST

No resident of the City or City employee shall be employed by the Contractor, except for clerical purposes, without prior approval of the Assessor.

J. DRESS CODE

All personnel in the employ of the Contractor shall wear appropriate business attire and maintain a professional demeanor in the field and in the office, subject to the approval of the Assessor.

K. COMPLETION DATE AND TIME SCHEDULE

Within thirty (30) days after receipt of notice of award by the City, the Contractor shall execute with the City, a Contract and shall, within two weeks after signing of the Contract, commence the Revaluation and continue uninterruptedly in a diligent fashion so as to ensure completion within the schedule of completion dates hereinafter set forth.

Time is of the essence.

The following phases of the Revaluation must be completed by the dates indicated below.

- (i) Full Field Review completed by July 2, 2018.
- (ii) Complete the data entry and analysis of market rents, expenses, and capitalization factors by August 31, 2018.
- (iii) Complete commercial and industrial valuation models to be reviewed with Assessor including study of market rents, expenses and capitalization factors, by September 3, 2018. Values are to be continuously updated until October 1, 2018. Complete valuation documentation for review by the Assessor.
- (iv) Complete land study and set values by September 3, 2018.
- (v) Complete Sales and Building Permit data collection by October 8, 2018.
- (vi) Contractor training of Assessor personnel for any new or updated software by October 8, 2018.
- (vii) The Contractor will complete the integration of new CAMA software and digital images with administrative software and deliver to the Assessor the completed

- CAMA database and all real property record cards with all measurements, listings, sketches, pricing, suggested values by October 10, 2018.
- (viii) Submission of preliminary Performance Testing Standards to Assessor by October 12, 2018
 - (ix) Assessor completes review and final adjustments made for real property by October 26, 2018.
 - (x) Assessment change notices mailed to comply with requirements of Connecticut State Statutes, Section 12-62(f) by November 9, 2018. (Contractor to pay postage including any other costs incurred).
 - (xi) Public internet access to field card information must be available by November 9, 2018.
 - (xii) Informal hearings will begin no later than November 26, 2018 and end by December 14, 2018. The Contractor completes all fieldwork resulting from hearings.
 - (xiii) The CAMA file will be updated with final assessments and all notices with the results of informal hearings will be completed and mailed out on forms approved by the Assessor and at Contractor's expense, by December 31, 2018.
 - (xiv) Submission of final Performance Testing Standards by January 11, 2019.

Any changes to this schedule must be approved by the Assessor.

L. PAYMENT SCHEDULE

Payments shall be made in the following manner:

1. Certification

At the end of each thirty (30) day period during the period covered by the Contract, the Contractor is to certify in writing in the form of a progress report to the Assessor, the percentage of the total work completed under the Contract, which the Contractor has performed during the said 30-day period. Such notification will itemize and accurately indicate the extent and nature of work performed by volume, street, category, or in any other manner required by the Assessor. The itemization shall be categorized by each of the "Stages of Completion" listed on the payment schedule list.

Revaluation Payment Schedule

A schedule of project tasks and the appropriate percentage of the total price of the contract that each task represents in the Contractors work plan will be agreed upon with Assessor prior to start of the project.

2. Periodic Payments

The City, upon determination by the Assessor that the certification of the Contractor concerning work during said period is accurate, will pay to the Contractor a percentage of the total compensation under the Contract equal to the percentage of the work certified as having been completed during said period, less ten (10%) percent which is to be retained by the City for the payment to the Contractor at such time that they have performed fully and satisfactorily all its obligations, requirements, and litigation under the Contract. The retained ten (10%) percent of all Contract price is to be paid upon the completion of the work of the Board of Assessment Appeals for the October 1, 2018 Grand List. In the event the Assessor shall determine that the percentage of work completed is not accurate, the Assessor shall withhold payment for work deemed not complete.

3. Budget Limitations

It is understood that the Contract price shall be paid subject to the appropriation of necessary funds by the City's fiscal authority. The City shall not be liable to the Contractor for any cost in any fiscal year in excess of that year's annual appropriation plus the balance of prior year's unexpected appropriations.

M. CHANGES AND SUBLETTING OF CONTRACT

1. Changes

Changes in the specifications or to the Contract will be permitted only upon written mutual agreement of the Contractor and the City.

2. No Assignment

The Contractor shall not assign or transfer or sublet the Contract or any interest or part therein without first receiving written approval from the City and the bonding company. It should be mutually agreed and understood that said consent by the City

shall in no way release the Contractor from any responsibility or liability as covered in these specifications and Contract.

N. PENALTIES

1. Failure to Complete Revaluation

The City does not intend to seek an extension to complete its duties for the October 1, 2018 Grand List. Failure by the Contractor to complete all work as of the completion dates specified below, in a manner acceptable to the Assessor, shall be cause for a penalty payment by the Contractor of **Five Hundred** dollars (\$500) per day beyond the following completion dates.

- (i) As of October 10, 2018, the Contractor will complete the integration of CAMA software with administrative software and deliver to the Assessor property record cards with all measurements, listings, sketches, pricing, suggested values.
- (ii) As of December 31, 2018, the CAMA file will be updated with final assessments and all notices with the results of informal hearings will be completed and mailed out on forms approved by the Assessor and the expense of the Contractor.

2. Penalty Application

This penalty, if applied, shall be deducted from the Contract price and be in addition to such other rights as the City may have pursuant. The City shall have the right to use the funds withheld from each periodic payment under Section III, Paragraph M, to satisfy wholly or partially, this damages clause. Delays occasioned by war, strike, explosion, acts of God, or an order of the court or other public authority are expected.

O. CANCELLATION OR POSTPONEMENT OF REVALUATION

Contractor acknowledges that in the event that the legislature shall suspend, postpone, waive or otherwise pass legislation that may affect the City's duty to conduct a Revaluation, the City may cancel the bid process if not concluded, or if a bid award has been made, may cancel, revoke, rescind and/or nullify any such bid award without cost and without incurring liability to any Respondent to this RFP, including any person to whom a bid award is made.

IV. RESPONSIBILITIES OF THE CITY

A. NATURE OF SERVICE

It is clearly understood and agreed that the services rendered by the Contractor are in the nature of assistance to the Assessor, and all decisions as to proper valuations, tax or tax exempt status, shall rest with the Assessor.

B. COOPERATION

The Assessor, the City, and its employees will cooperate with and render reasonable assistance to the Contractor and its employees.

C. ITEMS FURNISHED BY THE CITY

The City shall furnish the following to the Contractor:

1. Office Space

The City will provide office space in the Assessor's office or at another location as determined by the Assessor for the Contractor performing the REVALUATION.

2. Assessor Maps

The City will provide the Contractor two (2) copies of the most up-to-date Assessor's maps available. In addition, the City shall furnish the Contractor with copies of all property splits, mergers, and subdivisions.

The Contractor shall be responsible for updating and maintain the maps in their possession with all new property splits, mergers, and subdivisions.

3. Zoning

The City shall provide a set of the current City Planning & Zoning Regulation as well as Zoning Maps.

4. Property Transfers

The city shall notify the Contractor on a regular basis of transfers and property splits occurring after the initial creation of the Revaluation database. The Contractor shall update the Revaluation database as necessary.

5. Administrative File

At the commencement of the Revaluation project and at the request of the Contractor, the City will provide a computer file containing ownership, location, deed references, mailing addresses, property identification numbers and assessment code information for each parcel on record.

6. Existing Field Cards

The City will allow the Contractor access to the existing field cards. The Contractor will be allowed to utilize the sketches, age built and other information contained in these records, at the discretion of the Assessor. The Contractor will make all copies of field cards as needed during the Revaluation project.

7. Building Permits

The Assessor shall make available to the Contractor on a timely basis all building permits or copies thereof issued during the course of the Revaluation up to October 1, 2018. All building permits shall be returned to the City.

8. CAMA Software

The City is licensed to utilize the Vision Appraisal CAMA Software of Vision Appraisal Technology of Northboro, Massachusetts. The Revaluation shall be performed using the most current version of the Vision Appraisal Technology Software. Any costs related to the software support or licensing will be the responsibility of the Contractor. Contractor will be given access to the CAMA system. All data entry will be the responsibility of the Contractor. The City will provide one terminal connection in the office for the Contractor. All required property characteristic information to be entered into the CAMA system is the responsibility of the Contractor. (Note: If Contractor intends to utilize software off-site, it will need to obtain its own license to do so.)

9. Signing of Communications

The City shall sign, by the Assessor or Assessor designee, communications to be mailed at the Contractor's expense, for the purpose of contacting a property owner for inspection of their property and for the purpose of obtaining the property owner's

income and expense information if such is needed for the income approach to value of commercial or industrial properties.

10. Income and Expense Forms

The Assessor shall make available to the Contractor(s) all copies of the Income and Expense information (Form M-58) received by the City for the 2015, 2016, 2017 fiscal years. All information filed and furnished with the M-58 forms shall not be made public or otherwise disclosed under the provisions of Section 1-200 (Freedom of Information) of the Connecticut General Statutes.

11. Mailing Address

The City shall make available through the Assessor's or Tax Collector's Office the current mailing address and other relative data that exists on the administrative program for all property owners.

V. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall fulfill the requirements stated in this RFP in a timely, professional and satisfactory manner. The Contractor shall assist the Assessor in determining accurate and proper market calculations and shall not undervalue or overvalue any land, building or other property to avoid or minimize its responsibility as set forth herein. During the course of the Revaluation, the Contractor shall work cooperatively with the Assessor, and shall provide any reports, invoices, schedules and other information required by this RFP or requested by the Assessor.

A. PUBLIC RELATIONS

The parties recognize that a good public relations program is required in order that the residents and citizens of the city may be informed as to the purpose, benefits and procedures of the Revaluation.

The Contractor shall provide reasonable assistance to the Assessor in conducting a program of public information through the press and other media, such as meeting with citizens, service clubs, property owner groups and any City of New London Committees as a means of establishing understanding and support for the Revaluation program and sound assessment administration. The Contractor shall supply visual aids and other media at its disposal to this end. The Assessor shall approve all public

releases. This program will commence prior to the data collection effort and continue on a regular basis for the duration of the project.

At a minimum, the following points will be addressed as often as possible: Significance of Property Tax; Necessity of Project; Purpose and methods of project equity; Role of City; Role of Contractor; Role of Assessor; Cooperation of parcel owners is key to successful project; Necessity of Data Collectors; Caliber and training of data collectors; Need for data quality control; Full Disclosure aspect throughout project. At the request of the Assessor, the Contractor shall appear before all municipal public hearings of municipal bodies called to consider questions arising from or related to the Project.

As a condition of the Contract, the Contractor's employees shall, at all times, treat the residents, employees and taxpayers of the City with respect and courtesy. The Contractor shall take appropriate and meaningful disciplinary measures against those who violate the terms of this provision.

B. PERIODIC STATUS REPORTS

The Contractor shall submit to the Assessor periodic status reports as well as any work completed that is to be reviewed by the Assessor. The reports shall contain specifics as to the work completed and the work to be done prior to the next meeting. The Assessor shall review and evaluate the progress of the project and shall notify the Contractor whether the work performed is satisfactory and timely.

C. PROPERTY RECORD CARDS

Immediately at the conclusion of the Revaluation project, the Contractor shall supply to the Assessor, a final electronic property record card (commonly referred to as a "Field Card") for each taxable and non-taxable parcel. This set of field cards shall be available through the CAMA system, and a full set of printed cards shall be provided. In addition, all preliminary of draft field cards produced during the Revaluation program shall be given to the Assessor.

1. Necessary Card Information

These cards shall contain all manner of information affecting value, including, but not limited to, address of the property, street code (location number), Assessor's map/lot identification, classification as to usage, owner of record as of October 1, 2018, source of title, size, shape, and physical characteristics of land, with

breakdown of front feet, square feet, or acreage as applicable, along with unit of value applicable to each; public utilities available, public improvements, census tract number, zoning in effect as of assessment date, a breakdown of the assessed valuation as to categories prescribed by the Secretary of the Office of Policy and Management as adapted by the Assessor, a description of the style or type of building, and a sketch of all major buildings, with a listing of all the components of each building. The component listing shall include, but is not limited to, type of foundation, exterior walls, roof, roof type, floors, basement and attic information, interior finish, heat, plumbing, quality and grade of construction, etc. For the cost approach, the buildings will also be valued on a square footage basis and, where pertinent, a separate value for each component.

D. BUILDING PERMITS

The Contractor shall be responsible for the interior and exterior inspection and valuation relating to all building permits that are active as of October 2, 2017 through October 1, 2018. The Contractor shall deliver to the Assessor, by October 10, 2018, a computer listing by property location for all property cards that have incomplete improvements as of October 1, 2018. Notations will be made on the property field cards explaining the improvement that is incomplete. The field card shall indicate the percentage of completion and reflect the percentage of completion in the valuation as of that date. The final inspection and review shall take into consideration any known or apparent changes in the individual property since it was first inspected in order that the final appraisal of property shall be as of October 1, 2018.

The collection of data and the resulting changes of valuation resulting from any demolition of structures occurring after the October 1, 2017 Grand List and including October 1, 2018 will be the responsibility of the Contractor.

E. RECORDS – CITY PROPERTY

The Contractor will maintain both the existing 2017 CAMA file and the CAMA file being used for the 2018 Revaluation. Both files will be maintained with the most current information so that in the event that the 2018 Revaluation is not implemented, the Assessor can reinstitute the 2017 assessment information to be reflected in the 2018 Grand List.

The original or a copy of all records and computations, including machine readable databases, made by Contractor in connection with any appraisal of property in the City shall, at all times, be the property of the City and, upon completion of the

Revaluation or termination of this Contract by the City, shall be left in good order in the custody of the Assessor.

F. ONSITE EQUIPMENT

The City shall maintain one (1) computer within the office space provided. The Contractor shall provide such training as may be required to allow the Assessor access to the information on such information systems. The Contractor must provide any additional office equipment to include computers, printers, copiers, and locking cabinets, etc. It is mutually understood and agreed that access to the on-site systems shall be for the purpose of allowing the Assessor to monitor and check the work progress under the Contract. Such activities by the Assessor shall be conducted in such a manner as not to interfere with the ability of the Contractor to perform its duties under this agreement. The Contractor is responsible for making backup copies of the database and storing the backups off-site. In the event that a data backup session needs to be restored, it is the Contractor's sole responsibility to restore the information and confirm its accuracy.

G. VIDEO IMAGING

The City currently maintains video images for all of the improved parcels that are integrated with the CAMA database. Integrating visual images in the existing database within the CAMA system will be the responsibility of the Contractor. This database must have a video image of each parcel in the CAMA data file.

The Assessor has the authority to randomly review the images provided by the Contractor and assess their quality. The Contractor will be responsible for updating the images of all Real Estate with the best available picture of property.

H. ASSESSMENT NOTICES

At the close of the Revaluation, a notice shall be sent, at the Contractor's expense (including envelope) by first class mail, to each property owner of record, setting forth the valuation that has been placed upon the property identified in the notice. The notice shall be prepared in duplicate, sent out by November 9, 2018 and shall conform to the Connecticut General Statutes, as from time to time amended. Further enclosed with such notice shall be a letter specifying the dates, times, and places of the revaluation company informal public hearings with an explanation as to the appeal process. Such notices shall be subject to approval by the Assessor. A duplicate

copy of all letters sent shall be arranged in alphabetical order and left with the Assessor. Prior to its mailing, the Assessor shall approve said letter.

I. INFORMAL PUBLIC HEARINGS

- (i) At a time mutually agreeable to the Assessor and the Contractor following completion of all review work by the Assessor and the Contractor, but not later than November 26, 2018, the Contractor shall hold hearings so that owners of property or their legal representatives may appear at specified times to discuss their new assessments with qualified members of the Contractor's staff. These hearings shall continue no longer than December 14, 2018. The Contractor shall provide a list of standards by which said hearings shall be conducted.
- (ii) The Contractor, in conjunction with recommendations of the Assessor, shall schedule a sufficient number of hearings and provide sufficient personnel to handle said hearings expeditiously and fairly. The Contractor's personnel shall explain the manner and methods of arriving at value in the terms best understood by the public. Any information offered by the taxpayer or representative shall be given consideration, and adjustments shall be made where warranted.
- (iii) The Contractor shall set aside and be available for an adequate number of days for the hearings, said hearings to include evenings and Saturdays. Every property owner shall have the opportunity for an informal hearing with the Contractor within said period of time agreed upon by the Assessor and the Contractor. The Contractor shall require each person, or his or her legal representative, who appears at a hearing to sign a form indicating whether or not the Contractor shall re-inspect the property being questioned; such decision to re-inspect to be at the reasonable discretion of the Contractor. Any such re-inspection shall be made as soon as possible. This form shall be approved by the Assessor and provided by the Contractor. The completed and signed forms shall be turned over to the Assessor at the conclusion of the hearings.
- (iv) The Contractor must provide, at a minimum, the following information to the Assessor at the conclusion of the hearing:
 - a. Total number of informal hearings.
 - b. Number of questions/problems resolved without changes.

- c. Number of hearings requiring subsequent field review.
- d. Number of value changes by property type.
- (v) The Contractor shall mail a notice that reflects the result of the hearings at the Contractor's expense. Such notice shall include the original valuation determined by the Contractor and any adjusted valuation, subject to approval by the Assessor, as deemed appropriate based on any information received at such hearing, or a statement that no change was warranted. Such notice shall be subject to approval by the Assessor, and will be mailed no later than December 31, 2018.
- (vi) A duplicate copy of such notice shall be submitted to the Assessor. The Contractor shall include with such notice, information as to how a property owner may appeal their assessment with the Board of Assessment Appeals per Sec. 12-55 of the Connecticut General Statutes.

J. BOARD OF ASSESSMENT APPEALS

The Contractor shall have the project supervisor available for a 2-hour training session with the Board of Assessment Appeals prior to the Board's hearings on the 2018 Grand List.

The Contractor shall give to the Assessor any and all information pertaining to the project for a period of 1 (one) year after completion of the duties of the Board of Assessment Appeals on the October 1, 2018 Grand List, without any additional cost to the City.

K. LITIGATION

It shall be the sole discretion of the City whether or not to employ the Contractor for purposes of litigation, but if requested, the Contractor shall be obligated to provide the services and personnel described below.

In the event of appeal to the courts, either pursuant to Section 12-117a or Section 12-119 of the Connecticut General Statutes (as amended from time to time), the Contractor shall furnish a competent witness or witnesses, approved by the Assessor, to defend the valuation of the properties appraised, it being understood that the Contractor shall furnish said witness or witnesses on any court action instituted on the October 1, 2018 Grand List assessments until final adjudication by the courts. The Contractor shall cooperate with the City by providing assistance, any necessary

documentation to fully explain or defend methodology. The Contractor shall not be held responsible for any assessments changed from the original valuation figure by parties other than the Contractor, unless the figure determined by the Contractor, was unreasonable, insupportable or erroneous in the view of the Assessor.

The City shall pay for the above-described litigation services at the Contractor's per diem rate provided in the Contractor's proposal attached to the Contract.

If an action arises to revoke the Revaluation of the October 1, 2018 Grand List, the Contractor shall provide competent witnesses to defend the Revaluation at no cost to the City

L. INFORMATION

The Contractor shall give to the Assessor any and all information, including but not limited to, pricing schedules, hearing information, etc., pertaining to the Revaluation work for a period of two (2) years after completion of the duties of the Board of Assessment Appeals on the October 1, 2018 Grand List, without further cost to the City.

M. TRANSMITTAL OF RECORDS TO THE ASSESSOR

The Assessor shall be allowed access to review all appraisals prior to and after completion. The Contractor shall turn over all building appraisals, either completed or under construction and all completed and corrected records to the Assessor by December 31, 2018 as specified in the schedule and agreed upon by the Assessor. All documentation employed in conjunction with this program, including software programs, shall become the property of the Assessor. The final inspection and review shall take into consideration any known or apparent changes in the individual property since it was first inspected in order that the final appraisal of property shall be made as of October 1, 2018. This information and/or appraisal or record shall not be made public until after the informal hearings, except to the extent that public access may be compulsory under the provisions of applicable law.

VI. APPRAISAL SPECIFICATIONS

The assessed values to be determined shall be seventy (70) percent of the full fair market value as defined in the Connecticut General Statutes and shall be based on recognized methods of appraising and conform to USPAP (Uniform Standards of

Appraisal Practice), as required by Connecticut General Statutes for the licensing and certification of all individuals involved in the appraisal of real estate.

Any proposed modifications to the valuation schedules must be reviewed and analyzed with the Assessor prior to generating the proposed values for field review.

The Contractor will calculate a value estimate for each parcel that will be comprised of land, building, outbuildings, and total value. The Contractor shall compute to the nearest 100 dollars (\$100.00) the value of all properties.

A. MARKET APPROACH

The Contractor must describe in detail its particular methods for generating values with the market approach. The Comparative Sales Approach or a Statistical Modeling Approach are the two preferred techniques. If a statistical modeling approach is employed, the Contractor must specify the techniques employed and the types of property that will be valued with these techniques. If the direct sales comparison method is employed, the Contractor in its proposal must describe all adjustment techniques.

1. Sales Verification

The validity of all residential sales in the City for the period of April 1, 2014 through October 1, 2018 shall be determined by the Contractor and the Assessor. For vacant land, commercial/industrial, and special residential properties (i.e. waterfront), the Contractor and the Assessor will validate sales for the period of October 1, 2016 through October 1, 2018.

The Contractor must develop a program for verifying sales from sources other than the real estate conveyance documents. The sources for such information will include mail questionnaires (sales verification sheets) and may include telephone or field interviews, and third party sources such as multiple listing agencies, real estate services, private appraisers or brokers, and financial institutions. Prior to implementation the program for sales verification must be approved by the Assessor.

The Contractor will make a careful inspection of the complete interior of at least 95% of all sold properties. Properties wherein the owner refuses inspection or fails to respond to the notification letter will be excluded from this requirement. The Contractor will verify all sales with the owner and code them as useable or

non-usable. Useable sales are defined as “arms-length” transactions. If the Revaluation includes the valuation of residential and commercial properties by two separate Contractors, then each Contractor would be in charge of the inspection of sales properties that they are responsible for. The Contractor shall develop and provide the Assessor with written documentation for the sales verification effort.

Where comparable sales are not available from within the City of New London, the Contractor should collect and verify sales information (including income producing properties, vacant land and unique residential properties) from comparable municipalities. This sales information will be used to support and defend the valuation of properties for which insufficient sales information within the City of New London exists.

B. COST APPROACH AND ANALYSIS

The Contractor shall derive a value for real property by estimating the current cost to replace or reproduce the existing structure, deducting for all accrued depreciation in the property, and adding the estimated land value. The Contractor shall develop cost schedules based on current costs of labor and materials prevailing in the City during the year immediately preceding October 1, 2018 valuation date. Documentation supporting the determination of the cost schedule to be utilized in the Revaluation must be submitted and approved by the Assessor.

The Contractor must market calibrate for the City the replacement cost approach employed for the appropriate classes of property. All forms of depreciation (physical, functional, and economic) must be analyzed for the types of properties located in the City. Physical depreciation must be determined by estimating the effective age of each property. Any additional adjustments for functional or economic obsolescence must then be made in calibrating accrued depreciation to local market conditions, and in estimating accrued depreciation, a report of the sales used in this determination, and the adjustments that were derived must be submitted to the Assessor for approval.

The Contractor shall develop and separately explain each depreciation amount listed on the property record card. Land values shall be added to the depreciated improvement values. The value determined as the depreciated replacement cost of each property shall be compared with the values determined by the income or sales comparison approaches to assist in the determination of obsolescence for property types and locations.

Depreciation schedules or methods to be used in determining the amount of depreciation shall reflect the normal and accepted depreciation rates of buildings according to classification. These schedules or methods shall cover residential, commercial, industrial, farm and special use buildings, and must be approved by the Assessor. Cost schedules must be supported by a recognized valuation publication company such as Marshall & Swift, Means, etc.

C. INCOME APPROACH

The Contractor shall determine a value for income-producing property by converting anticipated income into a property value. The Contractor shall capitalize a single year's income expectancies at a market-derived capitalization rate or a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of investment, or discount the annual cash flows for the holding period and the reversion at a specified yield rate.

Typical income and expense ratios shall be developed by the Contractor by property type and shall be approved by the Assessor.

Income and expense data gathered by the City shall be utilized and verified by the Contractor for income producing and where appropriate, owner-occupied properties. The Contractor assisted by the Appraiser, subject to the approval of the Assessor, will handle the analysis of this data. Any income and expense data, including OPM form number M-58 with accompanying summary reports and rent schedules shall become property of the City.

All information filed and furnished with the M-58 report shall not be disclosed by the contractor as a public record. It is not subject to the provisions of Section 1-200 et seq. (Freedom of Information) of the Connecticut General Statutes. The Contractor will be responsible for any data entry of income and expense data. From these returns and other data sources, such as field investigations and interviews, the Contractor will establish market or economic rent and expenses for income producing properties.

The Contractor, assisted by the Appraiser, shall also develop capitalization rates reflective of the City of New London market environment by investigating sales and income data. Rates shall be established for the various classes of property and checked with bankers, investors and appraisers to ensure their accuracy. When the rates and methods have been checked by the Assessor, the Contractor shall perform the income approach using both actual and economic income and expenses.

D. LAND VALUATION

The land values will be derived from market sales occurring from October 1, 2016 to October 1, 2018, land residual analysis, and/or extraction method.

The land values will be set by the Contractor and approved by the Assessor. In the event of any disagreement between the Assessor and the Contractor, the Assessor shall have the final decision confirming all land values and methods.

A complete land appraisal schedule must be developed for application to all types of land. Market derived adjustments must be developed for all factors influencing land value including size, location (including proximity to water), zoning and the presence of wetland conditions, topography, soil conditions, utilities, utility easements and power lines, non-conforming uses, vacancy, form of ownership, and zoning variances. Inspectors must visually inspect the sales of both improved and unimproved parcels to determine the effect of these conditions will have on the overall value of each parcel. Determination of these factors must be recorded in the inspector's notes at the time of inspection.

For areas where there are insufficient land sales, land value must be extracted from the sale price of improved properties, by deducting the depreciated cost of the building and site improvements from the total sale price.

The Contractor shall prepare land unit values by front foot, square foot, acreage or fractional acreage; whichever in the judgment of the Contractor and Assessor most accurately reflects the market for the appraised land. Waterfront properties especially, must then be adjusted for depth, quality of water frontage and location. Basis for waterfront quality should be determined by analyzing view, beach accessibility, and docking amenities.

The Contractor shall delineate the land value units on all streets and acreage in the City of New London on a suitable map to be provided by the City. The land value map shall be returned to the City prior to completion of the project.

The Contractor shall prepare a written report summarizing its findings with respect to the values of the various categories of land, together with supporting statistical documentation in the form of comparable sales within an acceptable time period. Where comparable sales are not available from within the City, the Contractor shall use comparable sales from surrounding comparable municipalities with the approval of the Assessor.

E. NEIGHBORHOOD DELINEATION

After considering the environmental, economic, social characteristics of the City, the Contractor shall, with the cooperation and approval of the Assessor, delineate “neighborhood” units within the City. These neighborhoods will be determined by analysis of the market factors needed to select comparable sales for the sales approach to value. The Contractor may utilize existing neighborhood maps to assist in this process. Each neighborhood unit will, in the Contractor’s opinion, exhibit homogeneous characteristics.

Boundaries such as highways, natural features, economic conditions, census tracts, and zoning etc. shall be considered. Each neighborhood unit will be assigned a separate identification code, which will be used for valuation. Each neighborhood code will be recorded and maintained on all property record cards and the computer database. A summary of the factors determining each neighborhood unit shall be provided by the Contractor.

F. FIELD REVIEW

All properties shall be reviewed in the field by Contractor’s Reviewer and/or Appraisers. Properties shall be reviewed for classification, grade, depreciation and final value to assure that they are correlated to comparable properties.

The Contractor shall provide the Assessor with written procedures for the conduct of valuation field review at least ten (10) days prior to the scheduled date for the commencement of the valuation field review.

The Assessor shall be notified of the dates of review and be entitled to accompany the Reviewer during this phase of the Revaluation. The Assessor shall be notified of the specific properties that have declined in value as a result of the field review.

G. CERTIFICATION

It is understood and agreed that the Revaluation of properties covered by this Contract shall exceed the standards as outlined in the Connecticut Performance Based Revaluation Standards and Certification of Revaluation (Connecticut General Statutes), and shall conform to the procedures and technical requirements of the Assessor. At least weekly, the Contractor shall meet with the Assessor to discuss the progress and various other details of the project. The Assessor must certify that the

values resulting from this project represent 70% of the fair market value pursuant to Section 12-63 of the Connecticut General Statutes.

BID FORMS

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

Do not use 3-ring binders!



City of New London

Department of Finance-Purchasing Agent

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

Bid Proposal Form

Page 1 of 2

Bid No.: 2017-15	Bid Opening Date: June 2, 2017	Bid Opening Time: 11:30 A.M.	Bid Surety: 10%	Date Issued: April 12, 2017
----------------------------	--	--	---------------------------	---------------------------------------

Project:


Reappraisal & Revaluation for the October 1, 2018 Grand List

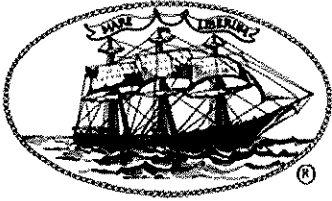
REQUEST FOR PROPOSALS: Pursuant to the provisions of Section 2-69 of the Code of Ordinances of the City of New London, sealed proposals will be received by the Purchasing Agent for the City of New London, at the address above for furnishing the commodities and/or services herein listed.

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

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

Section 1 of 3 – Proposer Information

Complete Company Name (Trade Name, Doing Business As)				SSN or FEIN	
Company Address	Street	City	State	Zip Code	
Contact Name (Typed or Printed)		Telephone Number (Include Toll-Free Numbers)			FAX Number
Written Signature of Person Authorized to Sign Proposals on Behalf of the Above Named Company					Date Executed
 SIGN HERE					
Type or Print Name of Authorized Person			Title of Authorized Person		
Company's E-Mail Address			Company's Web Site		
Is Your Business a: <input type="checkbox"/> Proprietorship (Individual), <input type="checkbox"/> Partnership or <input type="checkbox"/> Corporation? (Type of Corporation -)					
Is Your Business Currently a State of Connecticut Certified Small Business? <input type="checkbox"/> Yes (Attach Certificate Copy to Bid) <input type="checkbox"/> No					
If your business is a Partnership , you must attach the names and titles of all partners to this bid when returned.					
If your business is a Corporation , in which State are you incorporated?					
Is your business reportable to the IRS? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, a 1099W2 will be mailed to you at year end.					
Remittance Information: In this box indicate the Remittance Address of your business if different from above.					



City of New London

Department of Finance-Purchasing Agent

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

Bid Proposal Form

Page 2 of 2

Section 2 of 3 Important Information for Proposers

AFFIRMATION OF PROPOSER: The undersigned proposer affirms and declares:

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

Section 3 of 3 – Proposer Debarment and/or Suspension

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

☐ Yes ☐ No

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

Number of notices attached _____



City of New London

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

Alicia L. Smith
Purchasing Agent

(860)447-5215
Telephone Number

BID SCHEDULE
Reappraisal & Revaluation
for the October 1, 2018 Grand List
IMPORTANT!
RETURN ORIGINAL AND ONE COPY

Bid No.: 2017-15

DELIVERY:

PAYMENT TERMS:

____ % ____ Days, Net ____ Days

Payment terms are **Net 45 days**. Any deviation may result in bid rejection.
Proposal prices shall include transportation charges FOB City of New London.

BIDDER NAME:

SSN or FEIN:

Page 1 of

Item No.	Description of Commodity and/or Services	Total Price
1)	Contract Bid Option #1 – Revaluation of all real properties	\$ _____
2)	Contract Bid Option #2 – Revaluation of all real properties, including the Integration of complete digital imaging.	\$ _____
		\$ _____
	Total Written Price:	\$ _____

The undersigned certifies that he/she has read and understood all of the provisions of the Specifications. Any exceptions to the Specifications are noted below and/or on a separate sheet of paper and made a part of this bid. The undersigned also certifies that this bid is being submitted without collusion with any individual or corporation and agrees, by virtue of submitting this bid, that if accepted by the City of New London, this forms a contractual obligation on the part of the bidder to provide the material as bid.

SIGNATURE: _____ BY: _____ DATE: _____
(Print Name & Title)

FOR: _____
(Bidder Name)

ADDRESS: _____

TOWN/CITY: _____ STATE: _____ ZIP: _____

TEL NO. _____ FAX NO: _____
(Area Code) (Area Code)

EMAIL: _____
(CHECK ONE)

No exceptions to the Specifications _____
Exceptions taken as noted below _____ or on separate sheet of paper _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

as Principal, and _____
a corporation duly organized under the laws of the State of _____ as Surety are held and firmly
bound unto the **City of New London, 181 State Street, New London, CT 06320**, hereinafter called the "Owner" in the
sum of _____ Dollars (\$ _____), for the payment of which sum
well and truly to be made, the said Principal and Surety, bind ourselves, our heirs, executors, administrators, successors,
and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid dated _____ to

NOW THEREFORE, if the Owner shall accept the bid of the Principal and the Principal shall enter into a Contract with the
Owner in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Owner the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Owner may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this _____ day of _____, 200.

(Principal) (Seal)

(Title)

(Witness)

(Surety) (Seal)

(Title)

(Witness)

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Affix

Corporate
Seal

Title _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

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

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

Attest:

(Corporate Principal)

(Business Address)

By

Affix
Corporate
Seal

(Corporate Surety)

Attest:

(Business Address)

By

Affix
Corporate
Seal

Countersigned
by _____

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Affix
Corporate
Seal

Title _____

NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
County of _____) ss.

_____, being first duly sworn,
deposes and say that:

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

Signed _____

Title _____

Subscribed and sworn before me this

_____ day of _____ 20____

(Notary Public)

My Commission expires _____

NON COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)
County of _____) ss.

_____, being first duly sworn,
deposes and says that:

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

Signed _____

Title _____

Subscribed and sworn before me this

_____ day of _____ 20____

(Notary Public)

My Commission expires _____

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

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

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

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

DATE

Signature of Authorized Signer

CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

Bidder's Name _____

Address and Zip Code _____

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

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

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

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

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

Yes () No () Not Required ()

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

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

Name and Title of Signer (Please Type)

Signature

Date

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

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

Date: _____

By: _____

Official Address: _____

Title: _____

SAMPLE

CONTRACT FORMS

CONTRACT FOR SERVICES

THIS AGREEMENT made and entered into this *xx* day of *Month*, 2014, by and between (*legal name, address, city & state*), hereinafter called "**Contractor**" and the City of New London, 181 State Street, New London, CT 06320, hereinafter called "**City**."

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

1. The Contractor agrees to perform the services described below or in attachments if applicable. Only those attachments specifically referenced in this Contract for Services shall apply. The terms and conditions as contained in this Contract for Services shall take precedence over any conflicting terms as may be attached hereto.

2. **Term of the Contract:** The start date for this Contract shall be *Month/Day*, 2014 and the completion date of this Contract shall be *Month/Day*, 2014.

3. **Contract Price:** The City shall pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed for the price of (*written amount*) (*\$dollar amount*).

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

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

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

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

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

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

All parts of the Work and all fixtures, equipment, apparatus and other items indicated on the Drawings and not mentioned in the Specifications, or vice versa, and all work and material usual and necessary to make the Work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation,

whether or not they are indicated on the Drawings or mentioned in the Specifications, shall be furnished and executed the same as if they were called for both by the Drawings and by the Specifications.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or his subcontractors on the Work. The policy shall indicate the City and any Engineer as the named insured. A copy of the policy shall be furnished to the City and a Certificate of Insurance shall be furnished to any Engineer.

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

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

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

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

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

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

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

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

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

11. Obligations in Event of Termination:

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

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

12. Record keeping, Audit, and Inspection of Records: The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Federal grantor agency, the State

Auditor, the City, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records.

13. Publicity, Publication, Reproduction and Use of Contract Products or Materials: Unless provided otherwise by law or the City, title and possession of all data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for with City funds shall vest with the City at the termination of the Contract. The Contractor shall at all times obtain the prior written approval of the City before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor, or any of its subcontractors, publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the City shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication. The Contractor shall use reasonable means to inform the public that the City provides financial support for its operations and services by explicitly stating on publicity material, stationery, posters and other written materials, and on its premises the following: "This program is supported in part (in full) by the City of New London."

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

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

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

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

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

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

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

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

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

(b) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e, and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor as they relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

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

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

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

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

B. (a) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to

employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the Connecticut General Statutes; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor that relate to the provisions of this section and Section 46a-56 of the Connecticut General Statutes.

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

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

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

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

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

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

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

19. Force Majeure: Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be

extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws and Indemnification of the City of New London: The Contractor shall comply with all applicable laws, rules, regulations, ordinances, orders or requirements of the State of Connecticut and any governmental authority relating to the delivery of the services specified in this Contract. The City may require the Contractor to pay fines, penalties, and damages that may arise out of or may be imposed because of, the Contractor's breach or failure to comply with the provisions of this Contract. Unless otherwise provided by law the Contractor shall indemnify and hold harmless the City, its agents, officers and employees against any and all liability, loss, damages, penalties, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay resulting from, arising out of, or in connection with the services performed or delivered under this Contract by reason of acts, inactions, omissions, negligence, reckless or intentional misconduct of the Contractor, its agent(s), officers, employees or subcontractors; provided that the Contractor is notified of any claim within a reasonable time after the City becomes aware of it, and the Contractor is afforded an opportunity to participate in the defense of such claim. In such event, no negotiated settlement agreement shall be binding on the Contractor without the Contractor's concurrence.

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

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

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

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

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

OWNER:

CONTRACTOR:

Michael Passero
Its Mayor

Its Duly Authorized Agent

Approved as to form:

Jeffrey T. Londregan, Esq., Director of Law

Date Signed _____

SAMPLE