

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.: 2018-07	Bid Opening Date: August 7, 2018	Bid Opening Time: 2:00 P.M.	Bid Surety: 10%	Date Issued: July 19, 2018
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Project:


Restoration Services for the Water Street Garage

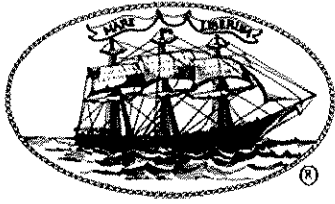
REQUEST FOR PROPOSALS: Pursuant to the provisions of Section 2-69 of the Code of Ordinances of the City of New London, sealed proposals will be received by the Purchasing Agent for the City of New London, at the address above for furnishing the commodities and/or services herein listed.

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  SIGN HERE				Date Executed	
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 1099/M2 will be mailed to you at year end.					
Remittance Information: In this box indicate the Remittance Address of your business if different from above.					



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Bid Proposal Form

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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 _____



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Section 11. Schedules

SCHEDULE A – CONFIDENTIAL BIDDER COST WORKSHEET

CONTRACT IDENTIFICATION:

Expansion Joint Replacement

At the Water Street Parking Garage

160 Water Street, New London, CT 06320

1.01 This Response is submitted to:

Dedra Aker, Purchasing Agent

City of New London

13 Masonic Street

New London, CT 06320

New London, Connecticut 06320

1.02 The undersigned proposes and agrees, if the Response is accepted, to enter into an Agreement with Owner to perform all Work as specified or indicated in these Documents for the prices indicated in this Response and in accordance with the other terms and conditions of these Documents.

1.03 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM	QTY.	DESCRIPTION	AMOUNT
1	LUMP SUM	<p>Expansion Joint Replacement at Stair No. 1: Work shall consist of all work as shown on SK-1 (see "Drawing #1") & SK-2 (see "Drawing #2"): Work shall include the removal of existing expansion joint seals, repair and preparation of the block-out as required, and installation of a new expansion joint seal, as shown on drawings and in accordance with manufacturer's recommendations as approved by the Engineer, along with all other work required for the satisfactory performance of this work item.</p> <p>Contractor shall note special installation details (i.e. directional changes, terminations, etc.) and shall review all existing conditions prior to start of work. Contractor shall submit manufacturer's details for approval by Engineer prior to start of work.</p>	\$_____

1	LUMP SUM	<p>Expansion Joint Replacement at Stair No. 3: Work shall consist of all work as shown on SK-1 (see "Drawing #1") & SK-2 (see "Drawing #2"): Work shall include the removal of existing expansion joint seals, repair and preparation of the block-out as required, and installation of a new expansion joint seal, as shown on drawings and in accordance with manufacturer's recommendations as approved by the Engineer, along with all other work required for the satisfactory performance of this work item.</p> <p>Contractor shall note special installation details (i.e. directional changes, terminations, etc.) and shall review all existing conditions prior to start of work. Contractor shall submit manufacturer's details for approval by Engineer prior to start of work.</p>	\$_____
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SCHEDULE A – CONFIDENTIAL BIDDER COST WORKSHEET

1	LUMP SUM	<p>Expansion Joint Replacement at Stair No. 4: Work shall consist of all work as shown on SK-1 (see "Drawing #1") & SK-2 (see "Drawing #2"): Work shall include the removal of existing expansion joint seals, repair and preparation of the block-out as required, and installation of a new expansion joint seal, as shown on drawings and in accordance with manufacturer's recommendations as approved by the Engineer, along with all other work required for the satisfactory performance of this work item.</p> <p>Contractor shall note special installation details (i.e. directional changes, terminations, etc.) and shall review all existing conditions prior to start of work. Contractor shall submit manufacturer's details for approval by Engineer prior to start of work.</p>	\$_____
1	LUMP SUM	<p>Expansion Joint Replacement at the Pedestrian Bridge: Work shall consist of all work as shown on SK-1 (see "Drawing #1") & SK-2 (see "Drawing #2"): Work shall include the removal of existing expansion joint seals, repair and preparation of the block-out as required, and installation of a new expansion joint seal, as shown on drawings and in accordance with manufacturer's recommendations as approved by the Engineer, along with all other work required for the satisfactory performance of this work item.</p> <p>Contractor shall note special installation details (i.e. directional changes, terminations, etc.) and shall review all existing conditions prior to start of work. Contractor shall submit manufacturer's details for approval by Engineer prior to start of work.</p>	\$_____
TOTAL:		\$_____	
		(spelled out)	
		(\$_____)	

Bidder shall note that the intent of this work is to address the repair work as soon as possible as coordinated with the NLPA. No work shall be performed without prior review and verification by the Engineer.

Bidder shall provide all necessary barricades and other protective devices to ensure that no damage occurs to vehicles or other existing structures or equipment. No additional premium shall be provided for performing work as overtime and or during off-hours.

The above prices include all permits, labor, materials, tools, equipment, installation, overhead, profit, insurances, etc. to cover the finished work called for. Certificate of insurance is required for the successful Bidder.



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SCHEDULE A – CONFIDENTIAL BIDDER COST WORKSHEET

– This RESPONSE IS submitted by:

If Bidder is:

AN INDIVIDUAL

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A CORPORATION

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest _____
(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ FAX No.: _____

Date of Qualification to do business is _____.

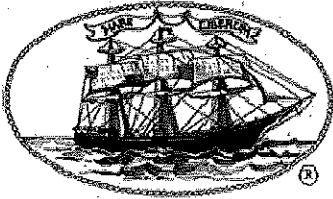
SUBMITTED on _____, 20_____.

State Contractor License No. _____
(If applicable)



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SCHEDULE B – RESERVED



City of New London

Department of Finance-Purchasing Agent

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

Anti-Fracking Provision

We _____ hereby submit a bid for materials, equipment and /or labor for the City of New London. The Bid is for bid documents titled **Bid No. 2018-07 Restoration Services for the Water Street Garage**. We hereby certify under penalty of perjury that no natural gas waste or oil waste will be used by the undersigned bidder or any contractor, sub-contractor, agent or vendor agent in connection with the bid; nor will the undersigned bidder or any sub-contractor, agent or vendor agent thereof apply any natural gas waste or oil waste to any road or real property within the City of New London as a result of the submittal of this bid if selected.

DATE

Signature of Authorized Signer

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 _____ 2018.

(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 _____

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as
Principal

(hereinafter called Principal) and _____

as Surety, (hereinafter called Surety) are held and firmly bound unto _____

_____ as Obligee (hereinafter called Owner),
for the use and benefit of claimants as hereinbelow defined;
in the amount of _____

Dollars (\$ _____) for the payment whereof the Principal and Surety bind themselves,
their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, Principal has by written agreement dated _____ entered into a
Contract with the 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 the said Principal shall promptly pay
for all materials furnished and labor supplied or performed in the prosecution of the work included in and
under the aforesaid Contract, whether or not the material or labor enters into and becomes a component
part of the real asset, then this obligation shall be null and void otherwise it shall remain in full force and
effect.

PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to be
done under it, or the giving by the Owner or any other forbearance on the part of either the Owner or the
Principal to the other shall not in any way release the Principal and the Surety or either or any of them,
their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the
Surety for any such alterations, extension or forbearance being hereby waived.

Any party, whether a subcontractor or otherwise, who furnished materials or supplies or performs labor or
services in the prosecution of the work under said Contract, and who is not paid therefore, may bring a
suit on this Bond in the name of the person suing, prosecute the same to a final judgment and have the
execution thereon for such sum as may be justly due.

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.

(Corporate Principal)

Attest:

(Business Address)

Affix

By

Corporate
Seal

(Corporate Surety)

Attest:

(Business Address)

Affix

By

Corporate
Seal

Countersigned
by _____

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

Whenever Contractor shall he, 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 _____



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SCHEDULE C - CITY STANDARD FORMS

NCA/PB
Page 1 of 1

SCHEDULE C1

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 _____



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SCHEDULE C2 NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

NCA/SC
Page 1 of 1

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 _____



PARK NEW LONDON
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SCHEDULE C3

STATEMENT OF BIDDER'S QUALIFICATIONS

SBQ
Page 1 of 2



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

1. Name of Bidder _____
2. Bidder's Tax Identification No. _____
3. Permanent main office address _____

4. When organized _____
5. If corporation, where incorporated _____
6. Number of years have you been engaged in the contracting business under your present firm or trade name _____
7. Contracts on hand: (Schedule these showing amount of each contract and the appropriate anticipated dates of completion) _____

8. General character of work performed by your company _____

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

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

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

12. List your major equipment available for this Contract _____

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



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SCHEDULE C3 STATEMENT OF BIDDER'S QUALIFICATIONS

SBQ
Page 2 of 2

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

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

16. Credit available \$ _____
17. Give Bank reference _____
18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? _____

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

Dated _____ (Name of Bidder)

By _____

Title _____

State of _____)
County of _____) ss.

_____ being duly sworn deposes and says that (s)he is _____
_____ of _____

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

Subscribed and sworn to before me this

_____ day of _____ 20

(Notary Public)

My Commission expires _____



PARK NEW LONDON
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SCHEDULE C4

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



PARK NEW LONDON
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SCHEDULE C5

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

EEC CERT
Page 1 of 1

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



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SCHEDULE C6

CERTIFICATION OF NON-SEGREGATED FACILITIES

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: _____

CONTRACT FOR SERVICES

THIS AGREEMENT made and entered into this ____ day of (*Month, Year*) by and between (*contractor legal name and address*), 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 services to (*description of work*), 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 in the Contract Documents or in attachments if applicable. 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 (*date work starts*) and the completion date of this Contract shall be (*date*).

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*) (*numeric amount*). A 5% retainage will be deducted from each payment invoice submitted by the contractor and the total retained will be released after one (1) full year from the date the project was completed and accepted by the City of New London.

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.

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 CONTRACTOR as required. It is the responsibility of the CONTRACTOR or his representative to notify the CITY if ever or whenever claims reduce the General Aggregate 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. Liquidated Damages: Because (i) anticipated damages hereunder are uncertain in amount and difficult to prove, (ii) the parties hereto wish to liquidate said damages in advance, and (iii) monies paid pursuant to this Agreement are not greatly disproportionate to the damage reasonably anticipated in the event of default, it is further agreed that if Contractor shall not complete all of its obligations under this contract within the time period and by the completion date specified in Paragraph 2 herein, Contractor shall pay liquidated damages to the City at a rate of \$_____ per day for every day beyond the completion date until such time as the Contractor finally completes all of its obligations under this Contract.

12. 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.

13. 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.

14. 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."

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

G. Notwithstanding anything herein to the contrary:

(A)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

(2) 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; 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; 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; and, 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 which relate to the provisions of this section and section 46a-56.

(B) Any Contractor who is a party to a municipal public works contract or quasi-public agency project, where any such contract is valued at less than \$50,000 for each year of the contract, shall provide the Commission on Human Rights and Opportunities with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subsection (A)(1) above, provided if there is

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

- (C) If the Contract is a municipal public works contract or a quasi-public agency project, the Contractor agrees and warrants that s/he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. The Contractor shall include the provisions of subdivision (A)(1) of this section in every subcontract or purchase order entered into to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (D) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determination of the Contractor's good faith efforts shall include, but shall not be eliminated to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in municipal public works contracts or quasi-public agency projects. "Municipal public works project" means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, finance by the state funding in an amount equal to fifty thousand dollars or less. "Quasi-public agency project" means the construction, rehabilitation, conversion, extension, demolition or repair of a building or other changes or improvements in real property pursuant to a contract entered into on or after October 1, 2015, which is financed in whole or in part by a quasi-public agency using state funds, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

- (E) The Contractor, general contractor or trade contract, hereby acknowledges that it shall be required to comply with the provisions of General Statute §4a-60g and the requirements concerning nondiscrimination and affirmative action under General Statute §4a-60 and §4a-60a.

20. 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.

21. 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. This shall include compliance with Paragraphs 1 through 13 and 15 through 20 of the State of Connecticut's Required Contract Provisions, as applicable, if this Contract has State funding. Said Contract Provisions are attached hereto and marked as Appendix-A. 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.

22. 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.

23. 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.

24. 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.

25. 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 Owner or Duly Authorized Agent

Approved as to form:

Jeffrey T. Londregan, Esq., Director of Law

Date Signed _____

SAMPLE



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SCHEDULE D

MINIMUM WAGE ORDINANCE NUMBER 03-03-14-4

ORDINANCE NUMBER 03-03-14-4

AN ORDINANCE OF THE CITY OF NEW LONDON, CONNECTICUT, PROVIDING FOR A MINIMUM WAGE FOR MUNICIPAL EMPLOYEES AND CONTRACTORS.

WHEREAS, the City of New London (hereinafter "City") employs a significant number of employees and contractors, both full and part time; and

WHEREAS, the current established State and Federal minimum wages are at amounts, in the City's opinion, that make it difficult for employees in this economy to live upon; and

WHEREAS, the City wishes to set a minimum wage for its employees and contractors more in line with a livable wage within the present economy; and

WHEREAS, General Statute §7-148(c)(5)(C) states, inter alia, that the City may prescribe the salaries and compensation of all employees of the municipality.

Now, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF NEW LONDON:

Section 1. That the Code of Ordinances of the City of New London be amended by adding a Section to read as follows:

- A. Definitions. For purposes of this ordinance "municipal employees and contractors" shall mean any person hired by the City of New London, on a full-time or part-time basis, to perform labor or services, including construction projects, to or on behalf of any City Department.
- B. The City of New London shall pay' municipal employees and contractors a wage of at least \$10.10 per hour.
- C. Any municipal contractor hired by the City shall certify in a notarized written statement, prior to signing or executing any contract with the City, that all employees of said municipal contractor who perform work related to the City's contract shall be paid at the minimum wage rate established by this ordinance.
- D. The Mayor, or his or her designee, and or City Council, shall have the authority at any time to require any municipal contractor to produce evidence sufficient to demonstrate that they have complied with this ordinance.
- E. Any municipal contractor who fails to provide such evidence when requested, or who is found to be in violation of this ordinance, shall be prohibited from performing any further contractual work for the City.
- F. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

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- G. If any provision of this ordinance or the application thereof to any person or circumstances is held to be invalid, such invalidity shall not affect other provisions or applications of any other part of this ordinance that can be given affect without the invalid provisions or applications; and to this end, the provisions of this ordinance and the various applications thereof are declared to be severable.
- H. This ordinance shall become effective after its passage as set forth in Section 27 of the City of New London Charter.

Date Approved by Council: March 03, 2014

Effective date: April 02, 2014

Signed: City Council President: Wade A. Hyslop

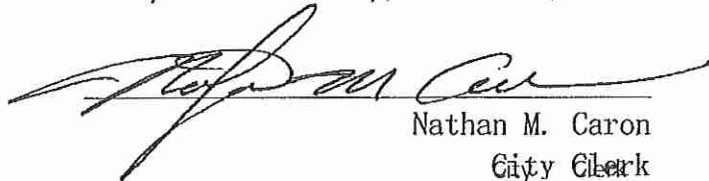
Countersigned: City Clerk: Nathan M. Caron

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I certify that pursuant to Section 26 of the City Charter, the enrolled Ordinance 03-03-14-4 was passed by the City Council by a vote of 6 to 1 on Monday, March 03, 2014. I further certify that pursuant to Section 27 of the City Charter, the Ordinance was presented by me to the Mayor on Tuesday, March 04, 2014.



Nathan M. Caron
City Clerk

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SCHEDULE E

HARASSMENT AND DISCRIMINATION POLICY STATEMENT

HARASSMENT AND DISCRIMINATION POLICY

* Supersedes Sexual Harassment Policy of Nov, 2012 (signature only)

Effective Date: June, 2013

Authorized: 

POLICY OVERVIEW:

The purpose of the Harassment and Discrimination Policy is to enhance employee safety and workplace well-being and to foster excellence by maintaining a professional, productive environment. All employees, appointees, and elected officials have a responsibility for maintaining high standards of honesty, integrity, impartiality and conduct to assure proper business performance and to maintain the public trust. Harassment and discrimination violates those standards.

The City will not tolerate verbal or physical conduct by any employee, appointee, or elected official:

- that discriminates against any co-workers, visitors, or others associated with the City, on the basis of any legally protected status,
- or that harasses, disrupts or interferes with another's work performance,
- or which creates an intimidating, offensive or hostile working environment.

Discrimination or harassment can take many forms. It may be, but is not limited to: words, conduct, adverse job action, signs, jokes, pranks, intimidation, physical contact, or violence. While all forms of discrimination and harassment based on an individual's legally protected status are prohibited, including but not limited to any adverse job action or intimidation based on race, color, age, religion, gender, national origin, disability status, marital or civil union party status, veteran's status or sexual orientation, it is the City's policy to emphasize that sexual harassment is illegal and prohibited by both state and federal law.

As an additional protection to employees, the City maintains the same standard for visitors, vendors and outside agents who conduct business with City employees or who participate in activities run by City employees. Those individuals must conduct themselves appropriately as well; any actions of harassment or discrimination will not be tolerated.

PROVISIONS:

In order to maintain a work organization that is free from any form of sexual harassment, the City puts all employees, appointees, and elected officials on notice that sexual harassment is unacceptable conduct. Specifically, it is contrary to the City's policies for any employee, appointee or elected official to sexually harass another by:



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- making sexual conduct a condition of an employee's continued employment; or
- using an employee's submission or rejection of such conduct as the basis for making employment decisions (e.g., promotions, raises); or
- creating a work environment in which conduct of a sexual nature substantially interferes with an individual's work performance or creates an atmosphere intimidating, hostile or offensive to employees.

Although not an inclusive list, the following are examples of the type of conduct prohibited by the policy against sexual harassment:

- Sexual advances, propositions or flirtations;
- Attention of a sexual nature such as degrading comments, suggestive or lewd remarks, propositions, jokes, tricks or noises;
- Hugs, touches, kisses;
- Requests for sexual favors;
- The threat or suggestion that continued employment, advancement, assignment or earnings depend on whether or not the employee will submit to or tolerate harassment;
- Retaliation for complaining about sexual harassment.

All employees, appointees, and elected officials are further advised that sexually explicit or sexually offensive material has no place within the City's facilities. Such material may not be posted, displayed, or even possessed within the facility. Possession of such material, even if it is not posted or publicly displayed, unless specifically required by the employee's work assignment, will be considered a violation of City policy and will subject the individual to disciplinary action.

Reporting of Harassment or Discrimination

Any employee, appointee, or elected official who believes that the actions or words of a supervisor, fellow employee, appointee, elected official or any outside party in the workplace constitute unwelcome harassment or unlawful discrimination has a responsibility to report such conduct or immediately complain to his or her immediate supervisor should his/her direct requests that the conduct cease be ignored. If an individual is uncomfortable raising his or her complaint with someone to whom s/he reports, or if the complaint involves someone in his or her direct line of command, then that employee should bring a complaint to the department head, the Chief Administrative Officer and or the Mayor.

Confidentiality at the time of reporting the incident will be preserved to the maximum extent possible. However, all allegations of unlawful harassment and discrimination must be investigated promptly. In this regard, the reporting individual, the alleged harasser or discriminator and any other individuals aware of the incident are required to treat this information in a confidential manner.

The City will take prompt action upon the receipt of a complaint of unlawful harassment or discrimination. Such complaint will be investigated by the Chief Administrative Officer, the City Attorney's Office or a professional designee. Any employee determined to have committed unlawful harassment or discrimination will be subject to appropriate disciplinary action, up to and including discharge.



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The City will not tolerate any retaliation against an employee who files a complaint of unlawful harassment or discrimination. However, if it is determined that any employee made false accusations of harassment or discrimination, then that employee will be subject to appropriate disciplinary action, up to and including discharge.

It is the intent of the City of New London to commit itself to the highest standards of professional behavior and courtesy in its workforce. The City expects of all employees, appointees, and elected officials to work together to foster an environment free from harassment and discrimination.

Harassment & Discrimination, page 3



SCHEDULE F

CHAPTER 13.1, ARTICLE II, FAIR HOUSING ORDINANCE

Chapter 13.1, Article II, Fair Housing

Sec. 13.1-26. - Same—Power and Duties.

The fair housing office, by and through the fair housing officer, shall have the following functions, powers and duties:

- (1) To establish and maintain a principal office within the city as may be necessary.
- (2) Upon request, to obtain and utilize the services of all governmental departments and agencies.
- (3) To formulate policies to effectuate the purposes of this article and to make recommendations to agencies and officers of the city in aid of such policies and purposes.
- (4) To receive complaints alleging violations of this article and to assist complainants to file with the Connecticut Commission on Human Rights and Opportunities for purposes of investigation and remedy.
- (5) To develop human rights plans and policies for the city and to assist in their execution, to make investigations and studies appropriate to effectuate this article, to inform persons of the rights assured and remedies provided under this article, to provide good will, and to minimize or eliminate discrimination.
- (6) To render each year to the city manager and to the city council a written report of all of its activities and of its recommendations.
- (7) To furnish any person with such technical assistance that the office deems appropriate to further compliance with the purposes or provisions of this article.
- (8) Such other powers and duties described hereinafter and as may be designated by the city manager or otherwise authorized by the city council.

(Ord. of 9-2-80, § 7)



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SCHEDULE G

AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

City of New London

Affirmative Action Plan

Appendix A [Tab 2]

Affirmative Action/Equal Employment Opportunity Policy Statement

As City Manager of the City New London, I welcome the opportunity to affirm my personal commitment to the principals of Affirmative Action and Equal Opportunity in all areas of our government operations. The City prohibits discrimination and harassment based upon race, color, gender, age, national origin, disability status, and disabled veteran status.

Equal Employment Opportunity is employment of individuals without regard to race, color, religion, age, gender, sexual orientation, marital status, national origin, disabilities, past history of a mental disorder or retardation, disabled veteran except in the case of a bona fide occupational qualification which excludes a member of the above protected groups.

It is the policy of the City to utilize "Affirmative Action" as a tool to redress the effects of past discrimination and to ensure Equal Employment Opportunity. The commitment of Affirmative Action means that we exercise good faith efforts to provide hiring and promotional opportunities for member of underutilized target groups, including minorities, women, individuals with disability challenges and veterans. Further we will take additional steps to recruit, hire and promote these target groups.

The City has a written Affirmative Action Plan that outlines the policies, practices and procedures that are utilized in order to ensure that its policy of equal opportunity, nondiscrimination and affirmative action in areas of employment and contracting are complied with. This plan is an integral part of our daily operations.

I expect the cooperation of every individual in this organization to continually work to achieve equal opportunity and bar discrimination and harassment by incorporating the policies and procedures of the Affirmative Action Plan, as I have.

I welcome the opportunity to discuss any concerns and assist you with the achievement of these objectives. You may also address concerns to the Affirmative Action Office, (860) 447-5295 or the Personnel Department, (860) 447-5235. Address 181 State Street, New London CT 06320.

Richard M. Brown, City Manager:

Date: 10/25/02

This policy supersedes all previous policy(s),

A list of applicable laws can be found in the Affirmative Action Plan Manual available in all departments of the City of New London.⁶¹



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SCHEDULE H

PROCUREMENT POLICIES

City of New London Procurement Policies

Chapter 2: Administration, Article V

Sec. 2-69. - Classification and value.

Purchases for the city fall into five (5) basic categories. They are: contract services, professional services, public works improvement construction projects, supplies and materials, and capital equipment. The requirements for purchasing in these areas varies with the amount of the purchase and can be divided into the following values: purchases less than three thousand dollars (\$3,000.00); purchases from three thousand dollars (\$3,000.00) to twenty thousand dollars (\$20,000.00); and purchases greater than twenty thousand dollars (\$20,000.00).

The following procedures are to be followed:

- (a) *Purchases less than \$3,000.00.* A purchase order must be prepared by the department and approved by the purchasing agent. Negotiation as to price is permitted by department heads.
- (b) *Purchases from \$3,000.00 to \$20,000.00.* Written specifications are required and prepared by the department. Three (3) written Responses must be received and approved by the department head. The department head prepares a purchase order and forwards same with the Responses to the purchasing agent for approval. Negotiated Responses are allowed in instances of contract and or professional services. Three (3) Responses are not required for sole source suppliers or under emergency conditions. A quarterly report from the finance department to the council is required for all purchases.
- (c) *Purchases greater than \$20,000.00.* Written bids are required. Written specifications of the department are also required except in cases of professional services. The bid must be advertised and received by date certain. A purchase order prepared by the department and approved by the purchasing agent is necessary in all cases. A written contract is required for contract services, professional services, and public works construction. With prior approval of the city council, negotiated contracts are permitted for contract services, professional services, and capital equipment; however, all other requirements for specifications, advertisement, purchase orders and contract award remain.
- (d) *Public works improvement/construction projects.* Any public work or improvement may be executed either by contract or by direct labor as may be determined by the council. Before authorizing the direct execution of any work or improvement, detailed estimates thereof shall be submitted to the council by chief executive officer and there shall be separate accounting as to each work or improvement so executed. All contracts for more than twenty thousand dollars (\$20,000.00) shall be awarded to the lowest responsible bidder, after public advertisement and competition as may be prescribed, but the chief executive officer shall have power to reject all bids and re-advertise. All advertisements as to contracts shall contain a reservation of the foregoing right. Contracts for public work greater than twenty thousand dollars (\$20,000.00) shall be signed by the chief executive officer after approval thereof by the city council. When it becomes necessary in the opinion of the chief executive officer to make alterations or modifications in a contract for any public work or improvement such alterations or modifications shall be made only when authorized by the council upon the written recommendation of the chief executive officer. No such alteration shall be valid unless the price to be paid for the work or material, or both, under the altered or modified contract shall have been agreed upon in writing and signed by the contractor and the chief executive officer prior to such authorization by the council.



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SCHEDULE I

BIDDER EEO REPORT

RESPONDENTS EEO REPORT

Part 1 – IDENTIFICATION OF VENDOR

1. NAME
&
ADDRESS
(As shown on Response)

2. CHIEF EXECUTIVE OFFICER FOR ABOVE RESPONDENT (NAME)

4. ADDITIONAL LOCATIONS IN
CONNECTICUT

ADDRESS

TELEPHONE #

Part II: NONDISCRIMINATION POLICIES AND PRACTICES

1a. Have you put into effect a companywide equal opportunity program to promote nondiscrimination?
Yes No
☐ ☐

3c. Do all your employee recruitment advertisements state a nondiscrimination policy?
Yes No
☐ ☐

1b. If "Yes" have all your employees been informed of this in writing?
Yes No
☐ ☐

4a. Do you have a collective bargaining agreement or other contract or understanding with a labor union representing the employee employed by you?
Yes No
☐ ☐

2a. Do you sponsor or promote any educational or training programs for your employees or prospective employees?
Yes No
☐ ☐

4b. If "Yes" does each such agreement assure full compliance nondiscrimination requirements?
Yes No
☐ ☐

2b. If "Yes" are all such persons given the opportunity to participate in accordance with your nondiscrimination statement?
Yes No
☐ ☐

4c. If "No" check here, and explain on a separate attached sheet. Yes No
☐ ☐

3a. Have all your recruitment sources been notified that all qualified applicants will be considered without discrimination?
Yes No
☐ ☐

5a. Is there a person in your employ who is responsible for assuring equal employment opportunities?
Yes No
☐ ☐

3b. Has this been done in writing?
Yes No
☐ ☐

5b. If "Yes" give Name and Title
Yes No
☐ ☐



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SCHEDULE I

BIDDER EEO REPORT

Part III-HIRING AND RECRUITMENT

1. Which of the following recruitment sources are used by you? (Check "Yes" or "No" Estimate % if not known)				2. Check any of the following that you use as hiring qualifications.	3a. Describe any other practice which show that you hire, train and promote employees without discrimination.
<i>SOURCE</i>	Yes	No	% of all applicants provided by this source.	(x)	<div style="border: 1px solid black; height: 150px; width: 100%;"></div>
State Employment Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Work Experience	
Private Employment Agencies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Ability to speak or write English c	
Schools and Colleges	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Written Tests	
Newspaper Advertisements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> High School Diploma	
Walk-ins	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> College Degree	
Present Employees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Union Membership	
Labor Organizations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Personal Recommendation	
Minority/Community Organizations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Car Ownership	
Employment Resource Development Agency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
OTHER (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		



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SCHEDULE I

BIDDER EEO REPORT

PART IV – STATISTICS – Employment at RESPONDENT's location (as shown on Response submittal). In lieu of completing this section, RESPONDENT may submit copy of its most recent Federal EEO-1 report for the reporting location or a copy of its consolidated report for the total organization, if filed within the last year.

EMPLOYMENT FIGURES WERE OBTAINED FROM

☐ Visual Check ☐ Employment Record ☐ Other

CLOSING DATE OF REPORT PERIOD

JOB CATEGORIES	OVERALL TOTALS (Sum of all columns A-E Male & Female)	A WHITE (Not of Hispanic Origin)		B BLACK (Not of Hispanic Origin)		C HISPANIC		D ASIAN or Pacific Islander		E AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Female	Male
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craft Workers (Semi-Skilled)											
Operatives (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
TOTALS ABOVE											
TOTALS ONE YEAR AGO											

ON THE JOB TRAINEES (Enter figures for the same categories as shown above)

Apprentices											
Trainees											



PARK NEW LONDON
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SCHEDULE I

BIDDER EEO REPORT

PART V- DOCUMENTATION AND COMMITMENT REQUIRED

1. Please submit as part of this EEO report, a copy of your Company Policy Statement of Equal Employment Opportunity.
2. For companies employing more than 10 persons, please submit as part of this EEO report a written commitment to hire minority and female workers if your work force statistics are not representative of the minority and female work force availability in your labor market area.
3. If your company is not located in Connecticut, please submit a copy of your local labor market area statistics.

AFFIDAVIT

The RESPONDENT understands and agrees that its failure to meet the equal opportunity requirements established by the City of New London will preclude such Response from being considered. The RESPONDENT agrees to the procedures established by the City of New London in regard to the determination of whether such RESPONDENT is an equal opportunity employer. The RESPONDENT also understands and agrees that the equal opportunity documents will become a part of the contract, and that a breach of the provision of the equal opportunity documents will constitute a breach of the contract subject to such remedies as provided by law.

NAME OF PERSON SUBMITTING RESPONSE	TITLE	DATE SIGNED	TELEPHONE NO. (Include Area Code)
X			



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PARK NEW LONDON

NEW LONDON PARKING AUTHORITY
ADMINISTRATIVE OFFICES
161 WATER STREET, NEW LONDON, CT



Request for Response (RFR #032318)

AFFIDAVIT

STATE OF CONNECTICUT)
) ss. _____ ' 2017
COUNTY OF)

I, _____, being duly sworn, depose and say:
(insert name of authorized agent)

1. I am the _____ of _____ (the
(insert title) (insert name of company)

"Respondent") and am authorized on behalf of the Proposer to make this Affidavit.

2. I am over 18 years of age and understand the obligations of an oath.
3. There are no delinquent real and personal property taxes due the City of New London from the Respondent.
4. The Respondent is current on all monetary obligations due the City of New London.
5. The Respondent is currently in compliance with all applicable laws, regulations and ordinances of the United States, State of Connecticut and the City of New London.

(insert name of company)

By: _____

Name:

Title:

Subscribed and sworn to before me, _____ the undersigned officer this _____ day of _____, 20____.

_____ day of _____, 2017

Notary Public

My Commission Expires: