

Request for Proposal Moving Services

The Town of North Stonington is seeking proposals from qualified firms for Moving Services for the Middle/High school and the elementary school facilities.

The deadline for receipt of sealed proposals is: **February 21, 2019 at 3:00 PM**. Sealed proposals must be received by this deadline at the following location:

The Town of North Stonington
Office of the First Selectman
40 Main Street
North Stonington, Ct 06359

Any proposal received after the date and time listed above will be returned and will not be considered.

Questions pertaining to this Request for Proposal (RFP) must be communicated in writing and be received via email by **February 19, 2019**. Questions must be sent to the email address below and should include the specified Buyer's name and proposal number, and any question(s) should include a reference to the appropriate page and section number of the RFP. Questions and answers will be sent to all vendors that have obtained this RFP and provided an email, phone number and address to the architect. If companies are interested walk through of the move locations please contact Adam by **February 15, 2019** to schedule a time.

Copies of the Request for Proposal, questions and answers, and any related documents are available by contacting **Adam Tarfano AIA** at atarfano@gamarch.com

Table of Contents

Section 1	Project Summary
Section 2	Scope of Work
Section 3	Proposal Preparation and Submittal
Section 4	Selection and Contract Award
Section 5	Proposal Form
Section 6	Insurance Attachment
Section 7	Terms and Conditions

Section 1 Project Summary

1. Request for Proposal Summary

The Town of North Stonington is seeking proposals from qualified firms for **Moving Services** in accordance with the Scope of Work specified and for the goods and/or services requested in this Request for Proposal (RFP). This move comprises of two specific tasks. The first is the relocation of furniture, equipment and boxes from a middle/high school facility to a new facility, and the second is the relocation of furniture, equipment and boxes from the elementary school to the vacated high/middle school. The schools are located across the road (route 2) from each other.

Section 2 Scope of Work

General Outline:

1. Scope

Moving services for office furniture, materials, appliances and equipment typically identified in the attached plans. The Moves must provide all labor, supervision, tools, equipment, transportation, permits, fees, taxes, incidentals and materials necessary to perform moves are to be included and provided by the contractor.

The moving company will be responsible for the following:

- a. Move the identified furniture and equipment from current Wheeler high and middle school to the new school located across route 2, in the specific designated rooms and in accordance with the layout plans.
- b. Move the identified boxes from current Wheeler high and middle school to the new school located across route 2, in the specific designated rooms and in accordance with the layout plans. **This work must be identified as an alternate bid value.**
- c. Move the identified furniture and equipment from current Wheeler high and middle school to the specific designated rooms within the current school building in accordance with the layout plans.
- d. Move the identified furniture, equipment and boxes from current Wheeler high and middle school to designated storage rooms within the current school building in accordance with the layout plans.
- e. Move the identified furniture, equipment and boxes from current Wheeler high and middle school to the dumpsters provided by the town.
- f. Move the identified boxes from current elementary school to the existing middle/high school located across route 2, in the specific designated rooms and in accordance with the layout plans.

- g. Move the identified boxes from the elementary school to the new school located across route 2, in the specific designated rooms and in accordance with the layout plans. **This work must be identified as an alternate bid value.**
- h. Move the identified furniture, equipment and boxes from current elementary school to the existing middle/high school located across route 2, to designated storage rooms in accordance with the layout plans.
- i. Move the identified furniture, equipment and boxes from current elementary school to the dumpsters provided by the town.

2. Specifications

2.1 Furniture, Materials and Equipment, Records

Furniture includes but is not limited to:

- Standalone Office Furniture - Desks, chairs, bookcases, filing cabinets, etc.
- Educational Furniture – Student desks, lecterns, tables, chairs, cabinets, sofas, lounge chairs, etc.

The contractor will be required to assemble/disassemble, takedown/setup furniture if needed for transport/moving. However, the town reserves the right to utilize other contractors to perform such work when purchasing new furniture, reconfiguring or refurbishing existing. The town may also use its own employees for work at the schools.

Records, Books, Materials and Equipment

The contractor must move all Records, Books, Materials and Equipment identified with a label identifying the new location.

Hazardous Materials

The contractor will not be required to handle, store or transport hazardous materials.

2.2 Special Equipment

Equipment that requires special training and experience to connect/disconnect, move, transport or setup is exempt. Examples of such equipment are Computer Numerical Control (CNC) machines, computer equipment, mail processing equipment, etc. To preserve operational use, the town reserves the right to use vendors that specialize in servicing, supporting and moving of this type of equipment.

2.3 Protection of Property

The contractor will ensure town property is properly prepped and protected for safe moving. Finishes of furniture, millwork, flooring, walls, doors, ceilings, stairways and windows must retain their pre-move appearance and function.

Proper equipment and/or vehicles must be utilized for transport. The contractor assumes all responsibility for damaged or lost property and must resolve any such issues within 30 days of

discovery through replacement, repair or reimbursement. The contractor must work with an appointed town representative in doing so.

2.4 Cleaning

The Towns custodial staff will clean each existing space once the furniture, equipment and boxes have been moved out. The contractor must provide adequate time for the cleaning to occur before placing furniture in the space.

2.5 Storage

Temporary overnight tractor trailer storage may also be utilized if during a move time or resource constraints do not permit unloading until the next workday. The trailer must be secured and staged in an area approved by a town representative.

2.6 Safety

The contractor will perform all work in a safe manner, adhering to OSHA and DOT guidelines, with proper technique and equipment in order to preserve the safety of students, employees, contractors and visitors. At no time will the contractor perform any act that is unsafe.

The contractor will also temporarily close off areas to pedestrian traffic to prevent potential injury to bystanders when large or heavy equipment is being moved or used. A Town representative will work with the contractor to prepare notification to the Town if necessary.

Contractor vehicles must not park in fire lanes, on sidewalks, in landscaped areas or any area not intended for vehicles.

2.7 Communication and Authorization

An appointed Town representative will be the single contact point for the contractor, of which requests, direction, coordination and authorization will be communicated through. This move will require a pre-move site walkthrough by the contractor to assess necessary labor, tools, vehicle and equipment needs.

3. Schedule

The existing middle /high school buildings will be available on March 1, 2019 at 2PM and this phase of the move must be completed by March 8th or earlier. The elementary school will be available on March 8th, 2019 at 2PM and the move must be completed by March 15th, 2019. Alternative approaches to the move schedule that expedite the move will be considered only after review and approval from the town. All Bidders must submit their bids based on the defined schedule. The school buildings will be available from 7AM until 8PM during the week days and 5PM on Saturday.

4. Experience

Bidders must submit a letter describing their experience with moving and storage services. Optional marketing materials and documents may also be submitted in support of the letter.

5. References

Bidders must submit at least three references of which the vendor has performed moving services for within the last three years. Include names, titles, current phone numbers and email addresses.

Section 3

Proposal Preparation and Submittal

Proposals must conform to all requirements stated below, and elsewhere in this RFP. Disregarding these requirements may result in disqualification of the proposal.

Before submitting a proposal, each firm shall familiarize itself with the entire RFP, including Scope of Work, contract form and all laws, regulations and other factors affecting contract performance. The firm shall be responsible for fully understanding the requirements of a subsequent contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the firm. There will be no subsequent financial adjustment for lack of such familiarization.

All proposal materials must be placed in a sealed package (envelope, box, etc.) clearly marked with the proposal name and number and the firm's name. It is the responsibility of the firm to ensure that proposals are received in the Office of the First Selectman by the due date and time stated on page 1 of this RFP. The firm is responsible for delivery of their proposal by the deadline notwithstanding any claims of error or failure to perform by a mail, courier or package delivery service. No proposals or proposal modifications may be submitted orally, electronically, or via telephone, facsimile, electronic mail (email) or telegraph.

All proposals must be typewritten on standard paper size (8½ x 11 inches) and shall be in the required format incorporating the forms provided in this RFP package, if any. It is permissible to copy these forms as required. The authorized person signing the proposal shall initial erasures, interlineations or other modifications on the proposal.

The firm's proposal should be organized in sections as outlined below:

1. Cover Letter

All proposals must include a cover letter submitted under the firm's name on the firm's letterhead containing the signature and title of a person or an official of the firm who is authorized to commit the firm to a potential contract with the Town. The cover letter must also identify the primary contact for this proposal and include the Town's RFP number found within this RFP. The cover letter should express the firm's interest and serve as an executive summary of the proposal. Claims of proprietary information must be included in the cover letter.

2. Proposal Form

All proposals must include the complete Proposal Form signed by a person or an official authorized to commit the firm to a contract with the Town.

3. Proposal Copies

The firm must submit one (1) original copy of the proposal, clearly marked "Original". In addition, the firm must submit one (1) digital .PDF copy of the proposal on media suitable for copying and distributing electronically.

4. Qualifications

The proposal verbiage must describe the firm's qualifications to provide the requested products and/or services, and include the following:

- a. Description of the nature of the firm's business; include a description of experience, competencies, and overall organizational capabilities.
- b. Corporate organization chart indicating key management team members.
- c. Number of years in business.
- d. Description of the firm's capabilities to provide the requested product(s)/service(s).
- e. Description of the project staff structure, the background, qualifications and relevant experience of all staff involved in the project, including length of time at contractor; include the responsibilities that each staff member will have during the execution of this project.
- f. Overview of approach and description of methodology to be used.
- g. Description of project structure and detailed project timelines and phases (if applicable).

5. Response

Responses must be clear and thorough, but concise, and written in plain, easy to understand language. Responses must follow the numbering format used in this Request For Proposal.

6. Exceptions Requested

Any exceptions to the requirements of this RFP that the firm requests the Town to consider must be placed in this section. Each alternate or exception should be addressed separately with specific reference to the requirement. If there are no proposed alternates or exceptions, a statement to that effect must be included in this section of the proposal. Any exceptions requested from the Contract Documents must also be included in this section. Exceptions that are not requested as part of the bid shall not be considered. Any proposed additional or alternate terms and conditions, contracts, waivers, licenses or agreements required by the firm should be included here with a brief explanatory introduction.

7. PROPRIETARY INFORMATION

In the event any proposer shall include in the proposal any information deemed "proprietary" or "protected," such information shall be separately packaged from the balance of the proposal and clearly marked as to any proprietary claim. The Town discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The Town, as a public entity, cannot and does not warrant that proprietary information will not be disclosed. The Town shall have the right to use any and all information included in the proposals submitted unless the information is expressly restricted by the proposer.

8. Cost Proposal

If a Cost Proposal sheet is provided as an attachment to the Agreement, firms should complete it or use it as a guide to prepare their detailed cost proposal. The Cost Proposal is required to be included with the original proposal.

- a. Prices shall be shown by item and individually extended, unless otherwise indicated. In case of a conflict between unit price and extension, unit price prevails.
- b. The Town is exempt from paying State and local transaction privilege tax (sales tax).
 - i. Proposals that include equipment or materials should include itemized sales tax in the amount of your proposal.
 - ii. Proposals for services only, are not taxable.
- c. Provide detailed explanations of any assumptions that the proposer made in calculating the project costs in order to provide sufficient information for the Town to be able to prepare a detailed cost analysis and comparison.
- d. Identify when the proposer proposes to bill the Town (e.g. progress payments, milestone, weekly, monthly, etc.)
- e. Indicate if any items are optional and specify them in a separate section(s).

North Stonington expects that all costs are included in the overall fee for services proposed, and that there will be no additional expenses billed to the Town for any reason.

9. Appendix

The Proposal Appendix must include:

- a. All documents or forms required by the Town to be completed by the firm including the required documents specified in the Appendix of this RFP.
- b. Details of any litigation your company or any of its subsidiaries or affiliates has had in the past five years relate to the performance of services provided by your firm.
- c. If a firm has had any previous contracts canceled or is currently debarred, suspended, or proposed for debarment by any government entity, the current status must be documented in this proposal. The firm agrees to notify the Town of any change in this status. If any customer has stopped using the product(s) or service(s) you are proposing, provide details including customer name, date when product was installed, date when product was discontinued (usage) and reason for discontinuation, including contact details of the customer.

10. General

- a. **Cost of Proposal Preparation** – The Town shall not reimburse the cost of developing, presenting or providing any response to this solicitation; offers submitted for consideration should be prepared simply, and economically, providing adequate information in a straightforward and concise manner.
- b. **Certification** – By signature on the Proposal Form included herein, the proposer certifies that the submission of the proposal did not involve collusion or other anti-competitive practices. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. In addition, Vendor certifies whether or not an employee of the Town has, or whose relative has, a substantial interest in any agreement

subsequent to this document. Vendor also certifies their status with regard to debarment, or suspension by any governmental entity.

Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted proposal and, if applicable, any resulting agreement. Signing the certification with a false statement shall void the proposal and, if applicable, any resulting agreement. Any resulting agreement may be subject to legal remedies provided by law. Vendor agrees to promote and offer to the Town only those services and/or materials as stated in and allowed for under resulting agreement(s).

Section 4

Selection and Contract Award

Proposals shall be evaluated based on the requirements set forth in the RFP. Selection of the firm(s) will be at the discretion of the Town and will be based on the proposal that the Town deems to be the most responsive and responsible and serves the best interests of the Town. It is the intent of the Town to negotiate and enter into a contract with the selected firm following a Notice of Intent of Selection.

Selected proposer(s) may be required to make on-site oral and visual presentations or demonstrations at the request of the Town. The Town will schedule the time and location for any presentations. Costs and equipment for such presentations are the responsibility of the proposer. Best and Final offers may be solicited from the pool of finalists prior to selection of the successful firm.

Proposals will be reviewed by a selection committee and will be evaluated based on the following criteria, which are listed in descending order of importance:

Specifications

Experience

Cost

References

Section 6 Proposal Form
(On Company Letterhead)

Date _____

Proposal of _____,
(Name)

a corporation organized and existing under the laws of the State of _____; a
partnership consisting of _____; an individual trading as

(Name)

Request for Proposal: _____
[provide title or brief description]

To: Town of North Stonington
Office of the First Selectman

1. In compliance with your Request for Proposal No. _____, the undersigned hereby offers to furnish the services designated in the RFP, in strict accordance with the RFP, upon written notice of acceptance of this Proposal at any time within thirty (30) days after the date of opening of the Proposals, and to execute the Contract in accordance with the Proposal as accepted within five (5) days after the Contract is presented for signature.
2. In compliance with this Request for Proposal the undersigned hereby offers to furnish all labor and materials necessary to complete the base bid services designated in the RFP for the High/Middle School and all addendums, at a lumpsum cost of _____ dollars for the base bid work, (\$_____)Base Bid High/Middle School.
3. In compliance with this Request for Proposal the undersigned hereby offers to furnish all labor and materials necessary to complete the base bid services designated in the RFP for the elementary School and all addendums, at a lumpsum cost of _____ dollars for the base bid work, (\$_____)Base Bid Elementary School.
4. Alternates:
 - a. Furnish all labor and materials necessary to complete the services designated in the RFP under alternate #1 for the relocation of all labeled box items, at the middle/high school for a lumpsum cost of _____ dollars for the add alternate work, (\$_____) Alternate #1 Middle /High School

- b Furnish all labor and materials necessary to complete the services designated in the RFP under alternate #1 for the relocation of all labeled box items, at the elementary school for a lumpsum cost of _____ dollars for the add alternate work, (\$ _____) Alternate #1 Elementary School

5. The undersigned Proposer hereby acknowledges receipt of the following Addenda, if any:

Addendum #1 Date _____
Addendum #2 Date _____
Addendum #3 Date _____

- 6. The undersigned Proposer understands that the Town reserves the right to reject any or all Proposals or to waive any formality or technicality, as determined by the Town in its sole discretion, in any Proposal in the interest of the Town.
- 7. The undersigned Proposer hereby certifies and affirms that this Proposal is genuine and not a sham or collusive, nor made in the interest or behalf of any person not herein named, and that the undersigned Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer.
- 8. The undersigned certifies that to the best of his/her knowledge: **(check only one)**

There is no officer or employee of North Stonington who has, or would have, or whose relative has, or would have, a substantial interest in any contract resulting from this request.

The names of any and all public officers or employees of North Stonington who have, or would have, or whose relative has, or would have, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this Proposal.

6. The Proposer certifies, to the best of its knowledge and belief, that:

- (i) The Proposer and/or any of its Principals or Owners:

(A) (check one) **are** or **are not** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any governmental agency.

(B) (check one) **have ()** or **have not ()**, within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes, rules or regulations relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion; or receiving stolen property; and

(C) (check one) **are ()** or **are not ()** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any other of the offenses enumerated in paragraph (i)(B) of this provision.

(ii) The Proposer (check one) **has ()** or **has not ()**, within a three year period preceding this offer, had one or more contracts terminated for default by any governmental agency.

“Principals,” for the purposes of this Proposal, means officers, directors, owners, partners and persons having primary or substantial management or supervisory responsibilities within a business entity.

7. The certifications in paragraphs 4, 5 and 6 of this Proposal are material representations of fact upon which reliance will be placed when making an award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Town, the Town may terminate the contract resulting from this solicitation for default.

(Official Name of Firm)

SEAL - If Bidder is a Corporation

(Signature)

(Print Name)

(Title)

(Complete Business Address)

(Email Address)

(Federal Taxpayer ID Number)

Section 7 AGREEMENT

AGREEMENT BETWEEN TOWN OF NORTH STONINGTON

AND (insert Vendor name)

This Agreement made and entered into on the ____ day of _____, 20____, by and between Town of North Stonington hereinafter referred to as "Town" and _____ hereafter referred to as the "Vendor."

The Town and the Vendor agree as follows:

FIRST: The Vendor agrees to perform the professional, technical and/or management services hereinafter set forth when, and as assigned by the Town, and

SECOND: The Town agrees to pay the vendor a fee, together with such other payments and reimbursements as are hereinafter provided.

ARTICLE 1: VENDOR'S SERVICES

The Vendor agrees to provide professional services and consultation to assist the Town in Moving Services as outlined in the scope of work covered in Attachment A of this Agreement which is hereby referenced and incorporated as an integral part of this Agreement. All work performed under the Agreement must have prior approval of the Town.

ARTICLE 2: FEE STRUCTURE

The fee structure for the work conducted under this Agreement will be in accordance with Attachment B of this Agreement which is hereby referenced and incorporated as an integral part of this Agreement.

ARTICLE 3: METHOD OF PAYMENT

Payments to the Vendor will be made monthly upon the presentation and approval of the Vendor's invoice. Each such invoice shall be documented in such detail and demonstrate such progress on each portion of the work as the Town may reasonably require.

ARTICLE 4: INDEMNIFICATION

To the fullest extent permitted by law, the Vendor shall defend, indemnify and hold harmless the Town, its agents, representatives, officers, directors, officials and employees, from and against all claims, damages, losses and expenses (including, but not limited to, attorneys' fees, court costs and the cost of appellate proceedings) relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Vendor, its employees, agents or any tier of subcontractors in the performance of the Agreement. Vendor's duty to defend, hold harmless and indemnify the Town, its agents, representatives, officers, directors, officials and employees, shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of the Agreement, including any employee of

the Vendor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Vendor be legally liable.

ARTICLE 5: EMPLOYEE RELATIONSHIP

The Vendor is an independent contractor and is not an employee, partner, legal representative, joint venturer or agent of the Town. The Town is not an employee, partner, legal representative, joint venturer or agent of the Vendor.

ARTICLE 6: CANCELLATION

This Agreement may be cancelled at any time, with or without cause, by the Town giving seven (7) days written notice to the Vendor. In the event of such cancellation, the Vendor shall be paid for authorized services provided prior to the effective date of termination. In ascertaining the services actually rendered hereunder up to the date of the termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete reports and other documents whether delivered to the Town or in the possession of the Vendor.

ARTICLE 7: OWNERSHIP OF DRAWINGS OR REPORTS

Services as represented on drawings, reports, memoranda, notes and drafts are the property of the Town whether the work is completed or not and may be used by them in any fashion they see fit. Notwithstanding the foregoing, however, the Vendor reserves the right to use any studies, analyses or data prepared or collected during the course of this work for other purposes as seen fit, provided, however, that no such use shall allow the Town to be identified without the consent of the Town.

ARTICLE 8: PERSONAL SERVICES

It is agreed that the Town is relying on the personal services of the Vendor and upon their technical ability and professional integrity. Such reliance is one of the chief considerations for the execution of this Agreement by the Town. It is further understood and agreed that the Vendor shall not assign, sublet nor transfer his duties under this Agreement, nor shall this Agreement be assignable or transferable by operation of law or otherwise without the written consent of the Town.

ARTICLE 9: CONFLICT OF INTEREST

The Vendor agrees to perform services exclusively for the Town under this agreement, and expressly agrees not to undertake any conflicting duties to others, with or without compensation, which could in any way compromise that responsibility. The Vendor shall not disclose to others any confidential information gained from this relationship without the prior, written permission from the Town, and the Vendor shall not seek to use their position, the information gained thereby, nor any other aspect of the project or relationship with others involved in it, for personal gain or other remuneration or benefit, beyond the compensation provided for herein.

ARTICLE 10: TERM OF AGREEMENT

The initial term of the contract shall be for one year from date of award. Four, one-year extensions of the contract may be effected by Purchase Order or an amendment to this Agreement approved by both parties.

ARTICLE 11: GOVERNING LAW

This Agreement is made in the State of Connecticut and shall be subject to and governed by the laws of the State of Connecticut. All questions concerning the validity, construction and administration of the Agreement shall be determined under Connecticut law.

ARTICLE 12: SEVERABILITY

This Agreement shall be severable and to the extent that any part of the Agreement is unenforceable for any reason whatsoever, the remaining parts of this Agreement shall remain in full force and effect.

ARTICLE 13: NOTICES

All notices to either party shall be deemed to have been provided by depositing the same, postage prepaid, with the United States Postal Service, addressed as follows:

Town Representative:

Vendor Representative:

ARTICLE 14: ARBITRATION

If the parties are unable to resolve any disputes arising under the Agreement, those disputes shall be resolved through arbitration in accordance with A.R.S. § 12-1501, et. seq.

ARTICLE 15: NON-DISCRIMINATION

The parties agree to comply with Connecticut law prohibiting discrimination in employment by government contractors, to the extent applicable with this Agreement, along with other applicable non-discrimination laws and regulations.

ARTICLE 16: LACK OF SUFFICIENT FUNDING

This Agreement may be cancelled without any further obligation on the part of the Town in the event that sufficient appropriated funding is unavailable to assure full performance of the Agreement terms. Vendor shall be notified in writing of any such non-appropriation at the earliest opportunity.

ARTICLE 17: INSURANCE

Vendor shall furnish insurance as required by Attachment C hereto, which is incorporated herein by this reference as though fully set forth herein.

ARTICLE 18. ADDITIONAL TERMS AND CONDITIONS

The parties shall comply with the Terms and Conditions attached hereto as Attachment D, which are incorporated herein by this reference as though fully set forth herein.

ARTICLE 19: CERTIFICATION

By signature below, the Vendor certifies that it is not involved in collusion or other anti-competitive practices. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. Vendor certifies that no employee of the Town, or Town employee relative, has a substantial interest in any agreement subsequent to this document. Vendor also certifies it is not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any governmental agency.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto caused the same to be executed at North Stonington, Connecticut the day and year first above written.

Town of North Stonington:

Vendor:

By: _____

By: _____

Title: _____

Title: _____

Attachment C

INSURANCE

1. Insurance Requirements

The Vendor, at Vendor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed to do business in the State of Connecticut with policies and forms satisfactory to the Town and possessing a current A.M. Best, Inc. Rating of B++6.

All insurance required herein shall be maintained in full force and effect until all work required to be performed under the terms of the agreement is satisfactorily completed and formally accepted; failure to do so may, at the sole direction of the Town, constitute a material breach of the agreement.

The Vendor's insurance shall be primary insurance, and any insurance or self-insurance maintained by the Town shall not contribute to it.

Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the Town.

All policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Town, its agents, representatives, directors, officers, and employees for any claims arising out of the Vendor's work or service.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Town under such policies. The Vendor shall be solely responsible for deductible and/or self-insured retention and the Town, at its option, may require the Vendor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The Town reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The Town shall not be obligated, however, to review same or to advise Vendor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Vendor from, or be deemed a waiver of the Town's right to insist on, strict fulfillment of Vendor's obligations under the agreement.

The insurance policies, except Workers' Compensation, required by the agreement shall name the Town, its agents, representatives, officers, directors, officials, and employees as Additional Insureds.

REQUIRED COVERAGE

General Liability

Vendor shall maintain Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence with a \$2,000,000 Products and Completed Operations Aggregate and \$2,000,000 General Aggregate Limit. The policies shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the agreement, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 000211093 or any replacement thereof. The coverage shall not exclude X, C, U.

Such policies shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision that would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc's, Additional Insured, Form B CG20101185, and shall include coverage for Vendor's operations and products and completed operations.

CERTIFICATES OF INSURANCE

Prior to commencing Services under the agreement, Vendor shall furnish the Town with Certificates of Insurance, or formal endorsements as required by the agreement, issued by Vendor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by the agreement are in full force and effect.

In the event any insurance policy(ies) required by the agreement is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Vendor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the agreement, a renewal certificate must be sent to the Town thirty (30) days prior to the expiration date.

All Certificates of Insurance required by the agreement shall be identified with a bid serial number and title.

CANCELLATION AND EXPIRATION NOTICE

Insurance evidenced by these certificates shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the Town.

Vehicle Liability

Vendor shall maintain and cause any subcontractors to maintain Commercial/Business Automotive Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Vendor's owned, hired, and nonowned vehicles assigned to or used in performance of the Vendor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293,

or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$1,000,000 per accident limits for bodily injury and property damage shall apply.

Workers' Compensation

This Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Vendor's employees engaged in the performance of the work; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the Vendor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Vendor.

Attachment D Terms and Conditions

1. **Legal Remedies** – All claims and controversies shall be subject to the North Stonington Town Policy regarding Formal Protests and Appeals
2. **Agreement** –The Agreement shall contain the entire agreement between the Town and the Vendor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreement in any form.
3. **Agreement Amendments** – The Agreement shall be modified only by a written amendment signed by persons duly authorized to enter into agreements on behalf of the Town and the Vendor.
4. **Provisions Required by Law** – Each and every provision of law and any clause required by law to be in the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.
5. **Severability** – The provisions of the Agreement are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.
6. **Records** – Pursuant to provisions of title 35, chapter 1, article 6 A.R.S. §35-215 the Vendor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Agreement for a period of five (5) years after the completion of the Agreement. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the Auditor General, the Attorney General or the Town Purchasing Office.
7. **Advertising** – Contractor shall not advertise or publish information concerning the Agreement, without prior written consent of the Town.
8. **Preparation of Specifications by Persons Other than Town Personnel** – All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the Town's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
9. **Americans With Disabilities Act** – The Vendor shall comply with all applicable provisions of the Americans With Disabilities Act and applicable federal regulations under the act.
10. **Conflict of Interest** – The Town may, within three years after its execution, cancel the agreement without penalty or further obligation if any person significantly involved in negotiating,

drafting, securing or obtaining the agreement for or on behalf of the Town becomes an employee of or a Vendor in any capacity to any other party to the agreement with reference to the subject matter of the Agreement while the Agreement or any extension thereof is in effect or as otherwise provided by A.R.S. § 38-511..

- 11. Drug Free Workplace** – The Vendor agrees that in the performance of the Agreement, neither the Vendor nor any employee of the Vendor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered in the Agreement. The Town reserves the right to request a copy of the Vendor Drug Free Workplace Policy. The Vendor further agrees to insert a provision similar to this statement in all subcontracts for services required.
- 12. Equal Opportunity** – The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. - 01.4.41 Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to the Agreement unless the Agreement is exempted under the rules, regulations or orders of the U.S. Secretary of Labor.
- 13. Federal, State and Local Taxes, Licenses and Permits** – Vendor is solely responsible for complying with all laws, ordinances, and regulations on taxes, registrations, licenses and permits, as they may apply to any matter under this document. The Vendor must demonstrate that they are duly licensed by whatever regulatory body may so require during the performance of the Agreement. Prior to the commencement of Agreement, the Vendor shall be prepared to provide evidence of such licensing as may be requested by the Town. Vendor shall, at no expense to the Town, procure and keep in force during the entire period of the Agreement all such permits and licenses.
- 14. Gratuities** – The Town may, by written notice to the Vendor, cancel the agreement if it is found by the Town that gratuities, in the form of entertainment, gifts or otherwise were offered or given by the Vendor or any agent or representative of the contractor, to any officer or employee of the Town with a view toward securing an agreement or securing favorable treatment with respect to the performing of such agreement.
- 15. Liens** – Each Vendor shall keep the Town free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Vendor.
- 16. Sales and Use Tax** – The Town is not exempt from state sales and use tax.
- 17. Sexual Harassment** – Federal law and the policies of the Town prohibit sexual harassment of Town employees or students. Sexual harassment includes any unwelcome sexual advance toward a Town employee or student, any request to a sexual favor from a Town employee or student, or any other verbal or physical conduct of a sexual nature that is so severe or pervasive as to create a hostile or offensive working or educational environment for Town employees or students. Vendor, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of Town employees and students. The employer of any person whom the Town, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to

cause such person to be removed from the project site and from Town premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

- 18. Smoking** – To comply with the Smoke Free Connecticut Act and to promote public health on Town property, the Town limits smoking, e-cigarette, and tobacco product use on its property to designated outside areas only, in conformity with the requirements of A.R.S. §36-601.01 and related County Code provisions and City ordinances. The Vendor is required to comply with this smoke free policy.
- 19. Confidentiality** – The parties shall comply with 20 USC Section 1232(g), the Buckley Amendment to the Family Educational Right and Privacy Act of 1974. Therefore, Contractor shall not be entitled to receive Employee or Student information directly from the Town, other than public information available in any Town directory which is not protected by federal or state privacy or confidentiality statutes or regulations. Contractor may solicit Employee and Student information directly from Employees and Students subject to prior disclosures by Contractor of all intended uses of such information. Regardless of the Employee or Student personal information, even if such information is publicly available via directories, Contractor shall under no circumstances sell, duplicate, market, or give to any person or persons, entities or other companies a list or other personal information of any or all Employees or Students. All Employee and Student identities and personal information shall remain confidential. Disclosure by Contractor occurring without the express prior written consent of the Employee or Student shall result in the immediate termination of this agreement.
- 20. Assignment-Delegation** – No right or interest in the Agreement shall be assigned or delegated by Vendor without the prior written permission of the Town. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 21. Force Majeure** – Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing under the Agreement if such delay or default is caused by conditions beyond its reasonable control including, but not limited to wars, insurrections, fires, floods, governmental restrictions and/or any other cause beyond the reasonable control of the party whose performance is affected.
- 22. Intellectual Property Rights** – It is understood and agreed that ownership of intellectual property developed as a result of fulfilling the requirements of this Agreement belongs solely and exclusively to the Town. Documents provided in connection with the Agreement belong to the Town and are being used with permission. Intellectual property, as used herein, means all forms of legally protectable intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints. It is also understood and agreed that any intellectual property created as a result of Vendor's performance of this Agreement is considered a work for hire under the U.S. copyright laws and as such, the Town will own the copyright.
- 23. Laws and Regulations** – Vendors are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations affecting the rights of their

employees, and shall protect and indemnify the Town, its officers and agents against any claims of liability arising from or based on any violation thereof.

- 24. Payment Terms** – Payments by the Town shall be subject to the provision of Title 35 of Connecticut Revised Statutes, relating to time and manner of submission of claims. The Town's obligation is payable only and solely from funds appropriated for the purpose of the Agreement. Unless otherwise stated herein, the payment terms for the Agreement are Net 30 days.
- 25. Price Adjustment** – Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Agreement period, and shall be supported by written evidence of increased costs to the Vendor. The Town will not approve unsupported price increases that will merely increase the gross profitability of Vendor at the expense of the Town. Price change requests shall be a factor in the Agreement extension review process. The Town shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the Town.
- 26. Prior Course of Dealings** – No trade usage, prior course of dealing, or course of performance under other agreements shall be a part of this Agreement resulting from this RFP, nor shall such trade usage, prior course of dealing or course of performance be used in the interpretation or construction of such resulting agreement.
- 27. Right to Offset** – The Town shall be entitled to offset against any sums due the Vendor, any expenses or costs incurred by the Town, or damages assessed by the Town concerning the Vendor's non-conforming performance or failure to perform the Agreement, or any other debt owing the Town.
- 28. Insolvency** – The Town shall have the right to terminate the Agreement at any time in the event Vendor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Vendor and not discharged within thirty (30) days; or if Vendor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Vendor or its business.
- 29. Stop Work Order** – The Town may at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by the Agreement for a period of up to ninety (90) days after the order is delivered to the Vendor, and for any further period to which the parties may agree. The order shall be specifically identified as the Stop Work Order issued under this provision. Upon receipt of the order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, the Vendor shall resume work. The Town shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.