

New Haven Public Schools

Joseph Barbarotta
Executive Director
Facilities Services



NEW HAVEN PUBLIC SCHOOLS

654 Ferry Street
New Haven, CT 06513
Tel. (475) 220-1631
Fax (203) 936-5229

INTEROFFICE MEMORANDUM

To: Finance and Operations Committee

From: Joseph Barbarotta

Re: F&O Agenda Item/For Approval
Renewal of Contract for On Call Line Striping Service

Meeting Date: June 7, 2021

cc: J. Barbarotta, L. Perez

Executive Summary:

For consideration and approval of an Award of Contract #21702-2-4 to the lowest bidder, **High-Way Signs DBA K-5 Corporation** for On Call Line Striping for the NHPS for Fiscal Year 2021-2022.

Amount of Contract: Not to exceed \$25,000.

Funding Source: Capital Projects, Acct. #3C20-2071-58101

Key Questions:

1. **Please describe how this service is strategically aligned with school or District goals.** The service is to perform line striping services that are beyond the scope of work of our in house painter.
2. **Please describe the evidence of effectiveness for this contractor. In addition, how is or will the contractor be evaluated? If a continuation service, what are the results of last year's evaluation?** Inspections and maintenance reports are provided. The contractor's performance is inspected by the board of education painter and the city to ensure code compliance.
3. **Why do you believe this agreement is fiscally sound? Include how the contractor was selected (various quotes vs. RFP vs. Sole Source), whether and why the cost has increased over last year (if continuation), and what an alternative might cost.** This contract is being renewed with no change in pricing. The contractor is a registered SCDP participant not a minority based company



City of New Haven

Bureau of Purchases

200 Orange Street, Room 301

New Haven, CT 06510

Tel: 203-946-8201 Fax: 203-946-8206

The City of New Haven ("City") is accepting sealed Bids for the following:

Title:	On Call Line Striping
Solicitation #:	21702
Project #:	N/A

Responses must be submitted in the form and manner specified in this request. Solicitation details are outlined in the **Project Summary**.

Forms and specifications may be obtained and your digital submission through the Bureau of Purchases, website:

<https://newhavenct.bonfirehub.com/portal/>

Honorable Justin Elicker

Mayor

Michael V. Fumiatti, Sr,

Purchasing Agent



City of New Haven
 Bureau of Purchases
 200 Orange Street Rm 301
 New Haven, CT 06510

Telephone: (203) 946-8201 Fax: (203) 946-8206
 www.newhavenct.gov/gov/depts/purchasing/

INVITATION TO BID

Project Summary

Project Name:	On Call Line Striping									
Solicitation #:	21702									
City Project #:	N/A									
Solicitation/Advertise Date:	April 12, 2020									
Bid Closing Date:	May 7, 2020					Bid Opening Time:	3:00		PM	
Pre-Bid Meeting Date:	N/A					Pre-Bid Meeting Time:				
Pre-Bid Meeting Location:	N/A									
Department:	Citywide									
Solicitation Type:	Construction	X	Service		SCD* - Construction		SCD* - Service			
Contract Term:	Construction	(See Specification)	Service	X	Year	3	Renewals Option(s) (at the sole discretion of the CONH)			
Projection Description:	Line striping of parking lots throughout district									
Material Markup Allowed	NA					Yes, enter percent markup on Statement of Qualifications form				
Insurance Requirements:	Refer to Rider	A			(This Rider is attached)					
Local Preference:	Yes									
MBE/WBE Utilization Form:	Required if your base Bid Submission is \$150,000 or greater									
Bid Bond:	N/A					Percentage Amount:			%	
Labor, Material and Performance Bond:	N/A									
Wage Rates:	Prevailing State	X	Livable Wage \$17.42 per Hour - FY 20/21		Davis Bacon Federal		N/A			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 40 Stanford Drive, 2nd Floor Farmington CT 06032	CONTACT NAME: Sharyn Parker PHONE (A/C, No, Ext): 860-269-2164 E-MAIL ADDRESS: sharyn.parker@alliant.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
License#: 0C36861 HI-WSAF-02	INSURER A: Executive Risk Indemnity Inc INSURER B: Federal Insurance Company INSURER C: Arch Specialty Insurance Co INSURER D: Evanston Insurance Company INSURER E: INSURER F:	NAIC # 35181 20281 21199 35378
INSURED K5 Corporation 9 Rockview Way Rockland, MA 02370		

COVERAGES

CERTIFICATE NUMBER: 454688571

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	54326205	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	54326204	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	UXP1041712-00	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 Prod/Compl Op Agg \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	54326206	12/31/2020	12/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability	Y	Y	MKLV1EUE100787	12/31/2020	12/31/2021	Each Occurrence 3,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: K5 Work Order #231784, CT - 2020 on call line painting.

City of New Haven and GoTo Services, LLC are included as Additional Insureds as required by written contract and executed prior to a loss, but limited to the operations of the Insured under said contract, with respect to the Automobile, General Liability and Umbrella/Excess Liability policies. Automobile, General Liability and Umbrella/Excess Liability evidenced herein are primary and noncontributory to other insurance available to an additional insured, but only to the extent required by written contract with the insured and executed prior to a loss. A Waiver of Subrogation applies in favor of above mentioned additional insureds with respect to insured operations where required by written contract but limited to the operations of the Insured under said Contract and executed prior to a loss, with respect to the Automobile, General Liability, Workers' Compensation and Umbrella/Excess Liability policies. See attached endorsements. 30 days' notice of cancellation or non-renewal will be provided to Certificate Holder, except 10 days' notice for cancellation for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

City of New Haven 200 Orange St. New Haven CT 06510	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT.	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHERE THE CONTRACT SPECIFIES COVERAGE FOR COMPLETED OPERATIONS.	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**DISCLOSURE &
CERTIFICATION AFFIDAVIT**

EVERY SECTION MUST BE COMPLETED
For help completing this form contact 203-946-8201

Contractor/Vendor Name:	K5 Corporation
Address:	9 Rockview Way, Rockland, MA 02370
Telephone and/or Fax #:	781-982-9229
Email Address:	kdelong@k5corporation.com
Contact Person:	Kathy DeLong

For the purposes of this Disclosure and Certification Affidavit, the following definitions apply:

- (a) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (b) "Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (c) "City" means any official agency, board, authority, department office, or other subdivision of the City of New Haven.
- (d) "Affiliate Entity" means any entity listed in sections 9 or 10 below or any entity under common management with the Contractor.

State of	MA	County of	Plymouth
I,	Kathy DeLong <small>(type or print your name above)</small>		being first duly sworn, hereby deposes and says that:
1.	I am over the age of 18 and understand the obligations of making statements under oath; I understand that the City of New Haven is relying on my representations herein.		
2a.	I am the corporate secretary or majority owner (including sole proprietorship) of	K5 Corporation <small>Insert Company Name above</small>	
2b.	Or I am an individual and my name is:	N/A <small>if an individual insert your name above</small>	
3.	I am fully informed regarding the preparation and terms of the above referenced agreement (the "Agreement") and of all pertinent circumstances related thereto.		
4.	Please select the applicable representation(s) regarding taxes or, if none of the below are accurate, attach an explanation of the status of the relevant tax obligations to this Affidavit (mark an "X" in the appropriate box or "NA" if none apply).		
4a.	N/A	As required by Conn. Gen. Stat. §12-41, the Contractor (and each owner, partner, officer, authorized signatory or Affiliate Entity of the Contractor) has filed a list of taxable personal property with the City of New Haven for the most recent grand list and all taxes are current.	
4b.	X	The Contractor (including any owner, partner, officer or authorized signatory thereof) is not required to file a list of taxable personal property with the City of New Haven for the most recent grand list and does not owe any back taxes to the City of New Haven, either directly or through a lease or other agreement.	
4c.	N/A	The Contractor or an owner, partner, officer, representative, agent or Affiliate Entity of the Contractor either I) has a PILOT agreement with the City of New Haven or II) owes back taxes and has executed an agreement with the City of New Haven to pay said back taxes in installment payments. Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default.	
5.	X	Other than as may be described in section 4 above, the Contractor (including any owner, partner, officer, other authorized signatory, or Affiliate Entity) does not have any outstanding monetary obligations to the City of New Haven.	
6.	Please select the applicable representation about the Contractor's business registration:		
6a.	N/A	Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship and its Connecticut Secretary of the State Business ID #:	N/A <small>Insert State Registration # above</small>
6b.	X	Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship but is registered to do business in the State of Connecticut. The Contractor's Connecticut Secretary of the State Business ID #:	0595780 <small>Insert State Registration # above</small>
6c.	N/A	Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship and is not registered to do business in the State of Connecticut. The Contractor is registered in the State of:	N/A <small>Please Insert State name above</small>
<small>Contractor has confirmed with the Connecticut Secretary of the State that the services it will provide pursuant to the Agreement do not constitute doing business in the State of Connecticut and no registration with the Connecticut Secretary of the State is required. Contractor does otherwise have the following State of Connecticut registrations, certificates or approvals relevant to the Agreement (if not applicable, state N/A).</small>			

7. The following list is a list of the names of all persons affiliated with the business of the Contractor who are also affiliated with the City of New Haven. For purposes of this Affidavit, "affiliated with the business of the Contractor" includes any current or former employee (including officers) of the Contractor or any owner, board member or agent of the Contractor, or of any subsidiary or parent company of the Contractor, and "affiliated with the City of New Haven" means any employee, agent, public official, board member, commissioner or any other person serving in an official capacity for or on behalf of the City of New Haven. If none state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Name	City Affiliation Role & Time Frame	Contractor Affiliation Role & Time Frame	DOB
1	NONE			
2				

8. The following list is a list of all contracts in which either the Contractor, any person affiliated with the business of the Contractor or an Affiliate Entity of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Name of Contractor or Affiliate	Affiliation (if applicable)	Contract Number	DOB
1	NONE			
2				

9. The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Organization Name	Address	Type of Ownership
1	NONE		
2			

10. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Name	Title	% of Ownership	DOB
1	Kathy DeLong	President	100	2/25/1967
2				

11. If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	NONE		
2			

I hereby certify that I am duly authorized to sign this Affidavit and that the person who will sign the Agreement with the City on behalf of the Contractor will be duly authorized to execute the same. I hereby further certify that the statements set forth above are true and complete on the date hereof and that I, or another authorized individual of the Contractor, will promptly inform the City, in writing, if any of the information provided herein changes or is otherwise no longer accurate at any point during the execution of the above referenced Agreement. I understand that any incorrect information, omission of information or failure of the Contractor to update this information, as described in the foregoing sentence, may result in the immediate termination of any and all agreements the Contractor has with the City of New Haven and disqualification of the Contractor to further contract with the City.

Signature & Title of person completing this form:		4/19/2021	
THIS FORM MUST BE NOTARIZED		NOTARY SEAL (if available)	
Signature of Notary: <i>Allison K. Graham</i>		ALLISON K. GRAHAM NOTARY PUBLIC 9-30-2027 COMMONWEALTH OF MASSACHUSETTS	
Subscribed and sworn to, before me on this: 19th		Day of April	
My Commission Expires: 9/30/2027			

This form should be mailed or emailed to the contracting department or included with a specific solicitation.

(This form shall be updated if the Agreement contemplated hereby is not executed within six months of the date hereof.)