



NEW HAVEN PUBLIC SCHOOLS

## Operations Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Chief Operating Officer Office  
**Date:** December 8, 2020  
**Re:** Award of Contract with NPower

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**Contractor Name:** NPower Construction & Electric, LLC

**Contractor Address:** 64 Thompson St, Unit B206, East Haven, CT 06513

**Is the contractor a Minority or Women Owned Small Business?** N/A

**Renewal or Award of Contract/Agreement?** Award of Contract

**Total Amount of Contract/Agreement and the Hourly or Service Rate:** \$852,369.16

**Contract or Agreement #:**

**Funding Source & Account #:** Capital Funding - 3C202074-58101

**Key Questions:** (Please have someone ready to discuss the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education):

- 1. What specific service will the contractor provide:**  
Install new LED Lighting as outlined in RFP bid documents. The six schools are Wilbur Cross, Wexler Grant, Mauro Sheriden, Edgewood, Co-op & Fair Haven.
- 2. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection:** RFP 2020-07-1336, the rationale for the selection process was the overall proposal, cost, feasibility, and experience-providing service.
- 3. If this is a renewal with a current vendor, has the vendor's performance been satisfactory under the existing contract or agreement?** N/A
- 4. If this Contract/Agreement is a Renewal has cost increased? If yes, by how much?**
- 5. If this Contractor is New has cost for service increased from previous years? If yes, by how much?** New Service not an ongoing project.

**6. Is this a service existing staff could provide? Why or why not?**

No the company selected via the RFP process, and was selected based on specific criteria.



City of New Haven  
 Department of Finance  
 Contract/Agreement Award & Synopsis

Date:	October 9, 2020		
<b>Contract Synopsis/Purpose:</b> <i>Please provide a detailed description of the scope of work and the purpose for this contract/agreement</i>	Install new LED Lighting as outlined in RFP bid documents. The six schools are Wilbur Cross, Wexler Grant, Mauro Sheriden, Edgewood, Co-op & Fair Haven.		
Contract Name:	LED Lighting Project for Six Schools		
Contract / RFP / CPO No:	RFP 2020-07-1336	Corporation Counsel No. (Corporation Counsel use only)	
City Department:	BOE Facilities Department	Department Head:	John Barbarotta
Department Contact:	John Barbarotta	Telephone:	475-220-1644
Fund:	<input type="checkbox"/> General <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Capital <input type="checkbox"/> Special <input type="checkbox"/> Enterprise		
Grant or Capital Source Description (i.e. Grant Name):	Capital Funding		
Account No:	3C202074-58101		
Amount of Contract:	\$852,369.16		
Contract Term:	Start Date:	November 1, 2020	End Date: January 15, 2021
Vendor Code:	54016	Bill to:	X
Contractor's Name:	N Power Construction & Electrical, LLC		
Contractor Email:	<a href="mailto:JRiga@npowercnelect.com">JRiga@npowercnelect.com</a>		<b>REQUIRED</b>
Contractor Contact:	John Riga		
Address:	64 Thompson St, B206		
City, State, ZIP:	East Haven, CT 06513		
Telephone:	203-494-5206		
Vendor Questions:	Has this vendor performed the service(s) in prior fiscal years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Please complete this form in its entirety: Forward the contract award to Purchasing or attach this form to the RFA.

Save the file for example as: CAS-21451-2-2 On Call HVAC

**Do not enter a requisition for this award.**





**DISCLOSURE &  
CERTIFICATION AFFIDAVIT**

**EVERY SECTION MUST BE COMPLETED**

For help completing this form contact 203-946-8201

Contractor/Vendor Name:	NPOWER CONSTRUCTION & ELECTRIC
Address:	64 THOMPSON ST. B206 EAST HAVEN, CT. 06513
Telephone and/or Fax #:	203 494 5206 fax: 475 441 7450
Email Address:	JRiga@Npowercnelect.com
Contact Person:	John Riga

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	connecticut	County of	New Haven
I,	John Riga <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 <small>(including sole proprietorship) of</small>	NPOWER CONSTRUCTION & ELECTRIC <small>Insert Company Name above</small>	
2b.	Or I am an individual and my name is:  <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.	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.	JR	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.	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. <b>Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default.</b>		
5.	JR	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.	JR	Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship and its Connecticut Secretary of the State Business ID #:	47-4512616 <small>Insert State Registration # above</small>
6b.	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 #:		<small>Insert State Registration # above</small>
6c.	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:		<small>Please insert State name above</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).			

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				
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				
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			
2			


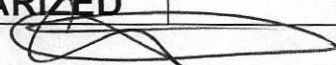
10. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (must be on company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

	Name	Title	% of Ownership	DOB
1				
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			
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.

<b>Signature &amp; Title of person completing this form:</b>			
John Riga, owner			
<b>THIS FORM MUST BE NOTARIZED</b>		<b>NOTARY SEAL (if available)</b>	
Signature of Notary:			
Subscribed and sworn to, before me on this:		21	Day of August 2020
My Commission Expires:		CARMINE MONTUORI NOTARY PUBLIC State of Connecticut My Commission Expires December 31, 2020	

*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.)**



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONNECTICUT CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
FARM UMBRELLA LIABILITY POLICY  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
STANDARD PROPERTY POLICY

- A. The **Cancellation** Common Policy Condition is replaced by the following:

### **Cancellation**

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. Cancellation of policies in effect for less than 60 days.  
If this policy has been in effect for less than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason by giving you written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. Cancellation of policies in effect for 60 days or more.
  - a. If this policy has been in effect for 60 days or more or this is a renewal of a policy we issued, we may cancel this

policy by giving you written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for one or more of the following reasons:
  - (a) Nonpayment of premium;
  - (b) Conviction of a crime arising out of acts increasing the hazard insured against;
  - (c) Discovery of fraud or material misrepresentation by you in obtaining the policy or in perfecting any claim thereunder;
  - (d) Discovery of any willful or reckless act or omission by you increasing the hazard insured against; or
  - (e) A determination by the Commissioner that continuation of the policy would violate or place us in violation of the law; or
- (2) 60 days before the effective date of cancellation if we cancel for one or more of the following reasons:



- (a) Physical changes in the property which increase the hazard insured against;
  - (b) A material increase in the hazard insured against; or
  - (c) A substantial loss of reinsurance by us affecting this particular line of insurance.
- b. We may not cancel policies in effect for 60 days or more or renewal policies for any reason other than the reasons described in Paragraph **3.a.** above.
  - c. If we cancel for nonpayment of premium, you may continue the coverage and avoid the effect of the cancellation by payment in full at any time prior to the effective date of cancellation.
  - d. Notice of cancellation will be delivered or sent by:
    - (1) Registered mail;
    - (2) Certified mail; or
    - (3) Mail evidenced by a United States Post Office certificate of mailing.
- 4. We will give notice to you at your last mailing address known to us.
  - 5. Notice of cancellation will state the specific reason for the cancellation and the effective date of cancellation. The policy period will end on that date.
  - 6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
  - 7. If notice is mailed, proof of mailing will be sufficient proof of notice.
- B.** The following conditions are added and supersede any other provision to the contrary:
- 1. Nonrenewal**  
If we decide not to renew this policy, we will send notice as provided in Paragraph **B.3.** of this endorsement.  
  
With respect to automobile liability insurance policies only, your policy shall terminate on

the effective date of any other insurance policy you purchase with respect to any automobile designated in both policies.

**2. Conditional Renewal**

- a. If we conditionally renew this policy under terms or conditions less favorable to the insured than currently provided under this policy, then we will send notice as provided in Paragraph **B.3.** of this endorsement.
- b. The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:
  - (1) Reduction in coverage limits;
  - (2) Coverage provisions added or revised that reduce coverage; or
  - (3) Increases in deductibles.

**3. Notices Of Nonrenewal And Conditional Renewal**

- a. If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs **B.1.** and **B.2.** of this endorsement, we will mail or deliver to you a written notice of nonrenewal or conditional renewal, stating the specific reason for nonrenewal or conditional renewal, at least 60 days before the expiration date of this policy. The notice will be sent to your address last known to us.
- b. This notice will be delivered or sent by:
  - (1) Registered mail;
  - (2) Certified mail; or
  - (3) Mail evidenced by a certificate of mailing.

If notice is mailed, proof of mailing is sufficient proof of notice.
- c. However, we are not required to send notice of nonrenewal if nonrenewal is due to your failure to pay any advance premium required for renewal.

- C.** The **When We Do Not Renew** Condition of the Commercial General Liability Coverage Part, Commercial Liability Umbrella Coverage Part and Employment-Related Practices Liability Coverage Part does not apply.