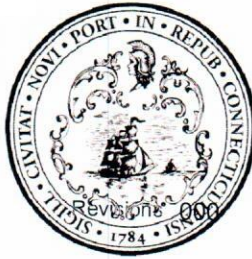


CITY OF NEW HAVEN

Board of Education 900 General Fund  
 54 Meadow St, New Haven, CT 06519  
 Tel (203) 497-7038, fax (203) 946-7436



# Purchase Order

Fiscal Year 2021

Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
 PACKAGES AND SHIPPING PAPERS.  
 Purchase Order # **70210022-000**

B I L L T O

150  
 DEPT OF EDUCATION  
 BUSINESS OFFICE  
 54 MEADOW STREET  
 NEW HAVEN, CT 06519  
 Email: NHinvoice@newhavenct.gov

PO Expiration Date  
 06/30/2021

Delivery must be made within  
 doors of specified destination.

V E N D O R

TRI STATE MAINTENANCE SERVICES LLC  
 356 OLD MAPLE AVE  
 NORTH HAVEN, CT 06473  
 Email: KERRI@TRISTATEMAIN.COM

S H I P T O

OPERATION OF PLANT MAINT. DEPT  
 EDUCATION (203) 691-3903  
 375 QUINNIPIAC AVE  
 NEW HAVEN, CT 06513  
 Email: NHinvoice@newhavenct.gov

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference			
203-691-1343						
Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location		
06/25/2020	45700			EDUCATION		
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price	
	On Call Generator Maintenance 21683-1-5					
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading					
1	On Call Generator Maintenance 21683-1-5 GL Account: 19047400 - 56624					
					\$50,000.00	\$50,000.00

*Cal Caspelo*  
 Chief Internal Auditor

\_\_\_\_\_  
 Mayor - City of New Haven  
 SIGNATURE REQUIRED

*Mind L...*  
 Acting Controller

Total Ext. Price	\$50,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00
<b>PO Total</b>	<b>\$50,000.00</b>

Instructions to Vendors - See Reverse Side (If Checked)

**CITY OF NEW HAVEN PURCHASE ORDER**  
**TERMS AND CONDITIONS**

**1. Provision of goods and/or services to the City of New Haven under this Purchase Order constitutes acceptance of and agreement with these Terms and Conditions.**

**2. SPECIFICATIONS & WARRANTY.** Vendor expressly warrants that all articles, materials, and work covered by this P.O. will conform to the specifications, drawings, samples, or other description(s) furnished or requested by the City of New Haven, and will be of good material and workmanship, free from defect. Said articles, materials, and work shall be fully warranted for a period of one (1) year from the date of the City of New Haven's acceptance.

**3. VARIATIONS.** No variations in the delivery schedule, price, quantity, specifications, or other terms of this Purchase Order will be effective unless agreed to in writing and signed by the City of New Haven.

**4. TIME.** If there is a Date Required shown on the front of this P.O. Time is of the essence for this Purchase Order. Failure of the Vendor to deliver the item(s) and/or service(s) by the Required Date shall entitle the City of New Haven, in addition to any other rights or remedies, to cancel this Purchase Order.

**5. DELIVERY.** Any applicable shipment fees must be prepaid by Vendor and delivered to a destination inside a building or place of use, as specified by the City of New Haven, at no additional cost to the City of New Haven.

**6. TAXES.** The City of New Haven is exempt from excise, sales, and use taxes, per CT State Statute Sec 12-412a. If form is required, contact Accounts Payable for a Tax Exemption Certificate

**7. INVOICE.** Total invoice amount shall not exceed the quantities or amounts stated on the front of this P.O. This amount constitutes full and complete payment for all costs assumed by the Vendor in performance of this P.O., including but not limited to salaries, consultant fees, costs of materials and supplies, printing and reproduction, meetings, consultations, presentations, travel expenses, postage, telephone, clerical expenses, and all similar expenses. All invoices must be emailed to **NHinvoice@newhavenct.gov**

**8. APPLICABLE LAW.** Any claims arising from this Purchase Order shall be governed by Connecticut law. The Vendor shall comply with all applicable laws, ordinances, and codes of the State of Connecticut and the City of New Haven.

**9. WAIVER OF TRIAL BY JURY.** The parties agree that they waive a trial by jury as to any and all claims, causes of action or disputes arising out of this P.O. Notwithstanding any such claim, dispute, or legal action, the Vendor shall continue to perform services specified in this P.O. in a timely manner, unless otherwise directed by the City of New Haven.

**10. INSURANCE AND INDEMNIFICATION.** Unless Vendor is only selling commodities and using a standard courier service for delivery therefore, in which case this section does not apply, the Vendor hereby agrees to all the terms and conditions set forth in the attached Rider, which is hereby incorporated by reference. Vendor shall have all insurance coverage policies required by the Rider in effect before commencing services and/or providing materials specified in this Purchase Order.

**11.** All drawings, reports, and documents prepared by the Vendor in accordance with this P.O. shall be to the property of the City of New Haven and may be subject to the City's final review and approval prior to final submission to the City. In the event the City of New Haven disapproves of any of the submitted materials, or any portion thereof, or requires additional material in order to properly review the submission, the Vendor shall revise such disapproved work at its own cost and expenses and submit the revised work, or the additional required material, for review and approval.

**12.** For more information about our policies and procedures, please visit our website <https://www.newhavenct.gov/gov/depts/purchasing>



**CITY OF NEW HAVEN**  
BUREAU OF PURCHASES

A20-0472

<b>FISCAL YEAR</b>	<b>2020/2021</b>
--------------------	------------------

Justin Elicker  
Mayor

Michael V. Fumiatti, Sr  
Purchasing Agent

**AGREEMENT**

200 Orange Street Rm 301  
New Haven, CT 06510  
Tel. (203)946-8201

Schedule of Agreement			
<b>Contractor:</b>	Tri-State Maintenance Services, LLC	<b>Contract Name:</b>	On Call Generator Maintenance
<b>Address:</b>	356 Old Maple Avenue	<b>Contract Number:</b>	21683-1-5
<b>City:</b>	North Haven	<b>Date Advertised:</b>	February 16, 2020
<b>State:</b>	Connecticut	<b>Date Closed:</b>	March 12, 2020
<b>Zip Code:</b>	06473	<b>Award Date:</b>	July 1, 2020
<b>Contact:</b>	Tom Giuliano	<b>Bid Document Date:</b>	February, 2020
<b>Telephone # :</b>	203-691-1343	<b>Bid Submission Date:</b>	March 12, 2020
<b>Contractor Email:</b>	tom@tristatemain.com	<b>Vendor Number :</b>	45700
<b>Project # : (if applicable)</b>	N/A	<b>Purchase Order Number:</b>	70210022
<b>City Department:</b>	Board of Education	<b>Contract Term:</b>	July 1, 2020-June 30, 2021
<b>Contract Dollar Amount:</b>	Fifty Thousand Dollars and Zero Cents (\$50,000.00)		
<b>Lump Sum:</b>	<input type="checkbox"/>	<b>Not-To-Exceed:</b>	<input checked="" type="checkbox"/>
<b>Bid Specifications attached.</b>			

**THIS ELECTRONIC AGREEMENT** is by and between the Contractor listed above (hereinafter referred to as the "Contractor"), and the City of New Haven (hereinafter referred to as the "City").and **is executed as of the date of the Mayor's Signature affixed below.**

**Whereas,** the Contractor and the City of New Haven (see above for whether Lump Sum or Not-To-Exceed) for the Contract Dollar Amount listed above and considerations stated herein, mutually agree as follows:

**ARTICLE 1.**

<input checked="" type="checkbox"/>	<b>Contract AGREEMENT forms - Complete as follows:</b>			
	1. Full business name of bidder	3. Title of authorized agent		
	2. Written signature of authorized agent	4. Certificate of Corporate Principal, if applicable		
<input type="checkbox"/>	<b>Contractor must comply with Commission on Equal Opportunities requirements. Contact their office at (203) 946-8160 for additional paperwork.</b>			
<input type="checkbox"/>	<b>Contractor must comply with the Small Contractor Development Program requirements. Contact their office at (203) 946-6550 for additional paperwork.</b>			
<input checked="" type="checkbox"/>	<b>Certificate of Insurance (COI)- required in duplicate, see attached Rider for endorsements and policy limits. If no Rider attached or checked herein, please see Bid Documents for Insurance Requirements</b>			
<input checked="" type="checkbox"/>	<b>Rider: A</b>	<input type="checkbox"/>	<b>Rider: B</b>	<input type="checkbox"/>
	<b>Rider: C</b>	<input type="checkbox"/>	<b>Rider: Other</b>	<input type="checkbox"/>
	<b>Labor &amp; Material &amp; Performance Bond(s) Complete as follows:</b>			
	1. Full business name of bidder.	6. Seal of Surety Company.		
	2. Name of Surety Company.	7. Written signature of witnesses.		
	3. Written signature of authorized agent or bidder.	8. Acknowledgment of Surety Company page.		
	4. Seal of bidder, if applicable.	9. Financial Statement of Surety Company.		
	5. Surety Company's authorized signature.	10. Updated power of attorney for Surety Company.		

<b>Contract Renewal – All terms and conditions of bid documents apply</b>				
<input type="checkbox"/>	<b>State Wage</b>	<input checked="" type="checkbox"/>	<b>Livable Wage</b>	<input type="checkbox"/>
	<b>Federal Wage</b>	<input type="checkbox"/>	<b>No Wage or Other</b>	<input type="checkbox"/>

**ARTICLE 2. Statement of Work.** The Contractor shall furnish all service, supervision, technical personnel, labor, materials, machinery, tools, equipment and all other related services, including utility and transportation service, as applicable and perform and complete in an efficient and workmanlike manner all work required for: the Contract Name referenced above for the City of New Haven and the attached Schedule Of Award, in strict accordance with the Contract Documents as generally set forth below in Article 4, all as prepared by the City of New Haven.

**ARTICLE 3. The Contract Price.** The City of New Haven will pay the Contractor the amount as indicated in the Schedule of Agreement above for the performance of the Contract in accordance with the hourly wage and unit costs, as stated in the Calculation Sheet, as applicable and subject to any additions or deductions as may be authorized in the Contract Documents.

**ARTICLE 4. Contractor Representations and Contract Documents.** Contractor represents it has the ability to perform the services in accordance with the Bid Documents as required by this Agreement, and its performance shall be made in accordance with applicable law, including, but not limited to, the City's Code of Ordinances and Finance invoicing and payment policies. Contractor acknowledges that it has previously provided the City with Bid Documents in response to the City's solicitation noted above in the Schedule of Agreement as "Contract Name," and hereby restates and reaffirms the representations made in the Bid Documents. Such documents, together with the following titled documents, are herein referred to as, the "Contract Documents" and / or the "Agreement":

- A. Invitation to Bid, Bid Instructions and Bid Documents, including all requirements appended and included therein, plans and specifications, general and special conditions, notices to contractor insurance and labor requirements
- B. Bid Submission, including Bid Tabulation
- C. Addenda
- D. The Articles of this Agreement
- E. Performance and Labor and Materials Bonds (included herewith if applicable)
- F. All deliverables required by the Bid Documents and delivered after the Bid Submission

**ARTICLE 4.1 Insurance and Indemnity.** The attached Rider is hereby fully incorporated by reference herein, or, such Insurance and Indemnity provisions as are contained in the Bid Documents.

**ARTICLE 5. Wages.** Salary rates and the classification of employees shall be as specified in the Bid Documents and Contract Documents. The rate of pay set forth in the Bid Documents is the minimum that shall be paid during the life of the Contract. Bidders must inform themselves about local labor conditions (e.g. the length of work day and the work week, overtime compensation, health and welfare contributions, labor supply and prospective changes and adjustments of rates).

**ARTICLE 6. Non Arrearage.** The Contractor represents and affirms that neither it nor its subcontractors are in arrears to the State of Connecticut Second Injury Fund, nor to the City upon any debt, Contract or other obligation.

**ARTICLE 7. Equal Employment Opportunity.** The Contractor shall comply with all provisions of Executive Order 11246 and Executive Order 11375, the Connecticut Fair Employment Practices Act under Conn. Gen. Stat. § 46a-51 et seq., the Equal Opportunities Ordinance of the City under Chapter 12 ½ et seq., the Contract Compliance Ordinance of the City under Article III of Chapter 12 ½, including all standards and regulations which are promulgated by the government authorities who established such acts and requirements, and all standards and regulations are incorporated herein by reference, for the duration of the agreement. The Contractor has further submitted a signed EEO agreement with the Bid Submission.

The City will terminate any Agreement without accepting liability for any incomplete work if it is found that the Contractor has violated any of the provisions of Executive Orders 11246 and 11375, Connecticut Fair Employment Practice Act, and Chapter 12 1/2 of the Code of Ordinances of the City of New Haven. The City reserves the right to incorporate into the Agreement any additional provisions relating to Equal Employment. including an Affirmative Action Agreement.

**ARTICLE 8. Assignment of Agreement.** The Contractor shall not assign all or any part of the Agreement without the express written consent of the City. In the event of an assignment, such assignment shall NOT release the Contractor from any part of the responsibility or liability assumed under the Agreement. Without limiting the foregoing, the Contractor shall not subcontract any of the professional services to be performed by it under this Agreement absent written approval by the City. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

**ARTICLE 9. Commencement of Work.** The City shall not be responsible for payment of any work performed or materials supplied by the Contractor prior to the Contractor receiving a fully executed Agreement, unless an emergency situation has been declared by a City employee duly empowered to do so and the Contractor receives written authorization from said employee to proceed. In such case, the responsibility for payment shall be limited to only that work deemed necessary by the City to alleviate the immediate emergency.

**ARTICLE 10. Contractor's Status.** No contract for employment is intended or implemented by this Agreement and no fringe benefits will be paid to the Contractor hereunder. The Contractor's relationship to the City is that of an independent contractor. The City's governmental immunity shall not extend to the Contractor for any reason.

**ARTICLE 11. Examination of Plans, Specifications, and Work Sites.** The Contractor shall carefully examine all plans, specifications, and the work sites and shall satisfy itself as to the character, quality, quantity of surface and subsurface elements/obstacles/difficulties to be encountered. The Contractor shall not receive additional compensation for materials or labor for elements/obstacles/difficulties actually encountered. If discrepancies are found in plans, specifications or at the site(s) prior to the commencement of work, the Contractor shall submit a written request for clarification; if the Contractor fails to do so, the Contractor shall not receive additional compensation for additional labor or materials due to discrepancies.

**ARTICLE 12. Construction - Investigation of Subsurface Conditions.** Where the City has investigated subsurface conditions for the purpose of foundation design, structural design or other design needs, and the results of such investigation is shown on plans or in other documents, the results of the investigation represent only the City's statement as to the character of elements/obstacles/difficulties actually encountered by the City. The investigation of subsurface conditions is for the City's convenience and the City assumes no responsibility for the accuracy of the investigations, including but not limited to: the sufficiency or accuracy of any borings; the sufficiency or accuracy of the log of test borings; the sufficiency or accuracy of any preliminary investigations; the sufficiency or accuracy of the interpretation of the results of any test. The City makes no guarantee, written or implied, that such investigation revealed conditions representative of those existing throughout the site. In making the results of any investigation known, the City does not waive any provisions of this Article or Article 11.

**ARTICLE 13. Contractor's Guarantee.** Unless provided for elsewhere in this Agreement, the Contractor shall guarantee all work and materials as free from defects for one year after the final acceptance of the Contractor's work by the City. The Contractor shall, at its own expense, make all needed repairs or replacements due to any or all causes, which the City in its sole discretion, determines attributable to defective work or materials. Upon the City's determination that repair/replacement of work and or materials is required, the City shall mail written notice to the Contractor requesting such repair/replacement. If within ten days of such notice the Contractor fails to complete or to undertake with due diligence required repairs/replacement, the City or its agent may undertake the required repairs/replacement, and the Contractor shall be liable for all costs related to the required repairs/replacement, including any collection costs and attorney's fees. In any situation determined to be an emergency by the

City, the City or its agent may undertake the required repairs/replacement without sending notice to the Contractor; however, the Contractor shall remain liable for all costs related to the required repairs/replacement including any collection costs and attorney's fees. The provisions of this section shall survive termination of this Agreement.

**ARTICLE 14 – Interest of City Officials.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

**ARTICLE 15 – Interest of Contractor.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the above-referenced project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its service hereunder. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

**ARTICLE 16 – Contract Termination.**

**1601. Termination of Agreement for Cause.** If, through any cause not the fault of the City, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination. In the event of such termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

**1602. Termination for Convenience of the City.** Notwithstanding any other provision in this Agreement, the City reserves the right to terminate this Agreement for its convenience, including for any reason other than for cause, as described in Section 1601 above, upon twenty-one (21) days written notice to the Contractor. The Contractor shall be paid for satisfactory Services rendered up to the termination date upon submission to the City of all written memorandums, reports or other partially complete or incomplete documents, and such other materials as will reasonably facilitate transfer to a new Contractor.

**ARTICLE 17. Additional Terms and Conditions.**

**1701.** This Agreement, its terms and conditions and any claims arising therefrom, shall be governed by Connecticut law. The Contractor shall comply with all applicable laws, ordinances, and codes of the State of Connecticut and the City of New Haven. In addition, the Contractor shall comply with all applicable Federal laws, codes, rules and regulations.

**1702.** The parties agree that they waive a trial by jury as to any and all claims, causes of action, or disputes against the City arising out of this Agreement. Notwithstanding any such claim, dispute, or legal action, the Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

**1703.** The City and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

**1704.** This Agreement incorporates all the understandings of the parties hereto as to the matters contained herein and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written, as to such matters.

**1705.** If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

**1706.** Any waiver of the terms and conditions of this Agreement by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Agreement.

**1707.** The City may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments and/or Purchase Orders executed by both parties to this Agreement.

**1708.** References herein in the masculine gender shall also be construed to apply to the feminine gender, and the singular to the plural, and vice versa.

**1709.** The City may terminate this Agreement under Article 16 without accepting liability for any incomplete work if it is found that the Contractor has violated any of the provisions stated herein. Failure of the Contractor to comply with any provision of this Agreement is a default under this Agreement. In addition to termination pursuant to Section 16, and the Contractor's Guaranty in Section 13, the City reserves any and all rights including self-help, and any and all other remedies available to the City at law or in equity.

**1710.** The City reserves the right to audit the Contractor's books of account in relation to this Agreement at any time during the period of this Agreement or at any time during the twelve-month period immediately following the closing or termination of this Agreement. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, payroll records, bank statements, and cancelled checks.

**1711.** Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions, waivers or notifications (such as as termination and default) are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed.

**1712.** Notices to the Contractor shall be sent to the person stated on the Notice of Award, at the company addressed stated therein.

**1713.** Notices to the City and Invoices for completed work should be directed to:

Project Manager	John Barbarotta
Department	Board of Education
E-Mail Invoices to:	NHInvoice@newhavenct.gov

**1714.** Article headings are for the convenience of the parties only and do not describe or limit the contents of the Section.

**1715.** All drawings, reports, and documents prepared by the Contractor under this Agreement shall be the exclusive property of the City of New Haven. In the event the City disapproves of any of the submitted materials, or any portion thereof, or requires additional material in order to accept the submission as final, the Contractor shall revise such disapproved work at its own cost and expense and submit the revised work or the additional required material approval.

**1716. Billing/Invoicing/Contract Value -** The Contractor agrees and understands that it is incumbent upon the Contractor to track billing. The Contractor shall send written notice to the City's Purchasing Agent and the City's department contact when eighty per cent (80%) of the total value of the contract has been performed. Said notice shall identify the Contract #, reference the fact that eighty percent (80%) of the total contract has been reached, and shall include an up-to-date statement of invoices. The Contractor acknowledges that any work performed in excess of the total value of the contract shall not be paid by the City if the Contractor (A) failed to provide notice to the City as described herein, and/or, (B) failed to obtain written permission to proceed with additional work. Work Orders sent to the contractor by City personnel are NOT considered as written permission to exceed the contract value. Only an approved change order will aid in effectuating payment.

## **Signature Page To Follow**

**THIS AGREEMENT**, together with other documents enumerated in ARTICLE 4, form the Contract Documents between the parties.

**IN WITNESS WHEREOF**, the parties have executed An **ELECTRONIC AGREEMENT** as of the date of the Mayor's Signature affixed below.

Contractor:	<i>Tri State Maintenance Services LLC</i>
	<i>[Signature]</i>
(written signature)	
	<i>manager</i>
(title of person signing above)	

N/A

**CERTIFICATE OF CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the Corporation named as Contractor in this Agreement; that \_\_\_\_\_ who signed the Agreement on behalf of the Contractor is the \_\_\_\_\_ of said Corporation; that I know her/his signature, and that her/his signature thereto is genuine; and that this Agreement was duly signed for and on behalf of the Corporation by authority of its governing body.

\_\_\_\_\_  
(Written Signature of Attester)

\_\_\_\_\_  
Affix Corporate Seal

\_\_\_\_\_  
(Title)

XXX

**CERTIFICATE OF MEMBER/MANAGER**

I, *Keri Kennealy*, certify that I am the (member/manager) of the Limited Liability Company named as Contractor in this Agreement; that *Thomas Giuliano*, who signed the Agreement on behalf of the Limited Liability Company is a (member/manager) of said Limited Liability Company; that I know his/her signature, and that his/her signature thereto is genuine; and that this Agreement was duly signed for and on behalf of the Limited Liability Company by authority of its operating agreement.

*[Signature]*  
(written signature of attester)

\_\_\_\_\_  
(title)  
Affix LLC Seal

**CITY OF NEW HAVEN**

7/8/2020   10:18 AM EDT	DocuSigned by: <i>Michael Fumiatti</i>
Recommendation of Award of Contract	401E67CD6F4A4EE... Purchasing Agent
7/8/2020   1:54 PM EDT	DocuSigned by: <i>Stacy L Werner, Senior Assistant Corporation Counsel</i>
Approved as to Form and Correctness	AE6B7E1CE97B447... Sr. Assistant Corporation Counsel
7/8/2020   1:35 PM EDT	DocuSigned by: <i>[Signature]</i>
The funds are available for this Agreement	2023BA439400417... Controller/Chief Accountant
7/28/2020   6:34 PM EDT	DocuSigned by: <i>Justin Ellicker</i>
	AA6694C8D0B8482... Mayor City of New Haven Connecticut



### Schedule of Award

Contractor Name:	Tri-State Maintenance Services, LLC
Contract #:	21683-1-5
Total Contract Dollar Amount:	See Schedule of Agreement

**See Attachment(s)**



**City of New Haven Board of Education Facilities**  
**Bid Specifications for the Following:**

**On Call Generator Maintenance and Services**

**SECTION A – SPECIFICATIONS - GENERAL**

The City of New Haven Board of Education (BOE) is seeking formal bids for the titled project from qualified contractors. The Contractor shall provide full Services for the titled project, at the location(s) listed within this specification.

**1. CONTRACT AMOUNT**

The Contract Value for bidding purposes only shall not exceed:

**\$ 50,000**

**2. HOURLY OPERATIONAL GUIDELINES**

Type of Hours	Days	Rates	Hours	Response Time
Normal	Monday – Friday	Straight	07:00 AM – 10:00 PM	Within ½ Hour of call
Normal	Saturday	Straight	07:00 AM – 05:00 PM	Within ½ Hour of call
Excess of 8 Hours	Excess of 8 Hours	1 ½	N/A	N/A
Emergency	Monday – Friday	1 ½	10:01 PM – 06:59 PM	Within 1 Hour of call
Emergency	Saturday	1 ½	05:00 PM to 12:00 PM	Within 1 Hour of call
Emergency	Sunday and Federal Holidays	1 ½	12:01 AM to 11:59 PM	Within 1 Hour of call

**3. SCOPE OF WORK**

- a. The work to be performed by the Contractor under these specifications shall consist of furnishing all material, labor, supervision, tools, supplies and other expenses necessary to provide for the titled project as outlined in SECTION C and/or the BID TABLE.
- b. It is the Contractor's responsibility to bring the necessary labor, tools, materials, etc., to the work location. The Contractor must have all the tools necessary to perform its trade daily. The security and protection of all materials, tools and equipment stored at any work location are the sole responsibility of the Contractor.
- c. Only items listed on the BID TABLE may be invoiced. Appropriate line items relating to equipment shall be stated by the Contractor in the BID TABLE. If the price is not filled in, in the appropriate line item on the BID TABLE, it will not be eligible for compensation. No specialized equipment may be billed without the expressed prior authorization of the Facilities Department.
- d. Implied Requirements – All services and or supplies not specifically mentioned in this solicitation which are necessary to provide the functional capabilities of the bid shall be included in the unit bid pricing. Contractor shall provide all material and equipment usually furnished with such service, in accordance with Industry Standards.
- e. All material and equipment furnished shall be new and in excellent condition (refurbished items may be accepted only with prior written authorization from the City).
- f. The City of New Haven's interpretation of the General Conditions and Specifications shall be final and binding upon the Contractor.

#### **4. COMPETENCY AND QUALIFICATIONS OF CONTRACTOR**

The importance of maintaining the titled project, shall prove to the satisfaction of the City of New Haven that the Contractor has:

- a. Actively and normally been engaged, for at least the past five (5) years in the Testing, Inspection, Preventive Maintenance, On-Call Repairs and/or Emergency Services of a similar capacity and function as those covered by this bid. Each bidder shall submit with their Bid all documentation required to demonstrate minimum time requirements of the operation, experience with contracts similar in size (including name, address and telephone number of previous and current clients), availability of spare parts and possession of all recommended tools and equipment.
- b. Each bidder must possess all tools, equipment, and special devices to ensure complete service, section 3(b)
- c. Each bidder must have in stock, or guarantee, 24-hour delivery time for all components and repair/replacement parts required under the contract, when and as applicable.
- d. Each bidder must be capable of responding to on-call and emergency calls within the prescribed time as indicated in the Hourly Operational Guidelines above. The City of New Haven Board of Education Facility Services will notify you via phone, fax, email or any other mutually agreed upon method.
- e. Bidder must NOT have received an OSHA repeat, willful or serious violations pending in the last five years. Only those qualified contractors will receive consideration for this contract.
- f. All Bidder's vehicles and/or technicians must have portable communications devices for the purposes of emergency dispatch and real-time status reporting.

#### **5. ASSIGNMENTS AND SUB-CONTRACTING**

The City of New Haven Board of Education and Bureau of Purchases must give written approval before a subcontractor or assignee can commence work.

#### **6. SCHEDULING PERFORMANCE**

All work, except that which is deemed disruptive to the normal operation of the school, shall be conducted during normal hours. Alternate arrangements for disruptive work shall be scheduled through the Director of Facility Services. No work shall be performed unless prior authorized by the City of New Haven or its authorized representative. Prior authorization requires notification to the Director of Facility Services before the close of the business day prior to the day work is to be scheduled.

#### **7. EMERGENCY CONTACT INFORMATION**

The Contractor shall furnish emergency telephone numbers to the New Haven Public School's Service Response Center to provide 24/7 access to the Contractor's staff responsible for emergency dispatch of service technicians. Hourly Operational Guidelines above detail emergency hours.

#### **8. HOURLY BILLING**

The Contractor shall bill at the hourly rate submitted in the BID TABLE. Overtime shall be billed at the rate as indicated in the Hourly Operational Guidelines above.

#### **9. RECORD KEEPING, INVOICING AND PAYMENT POLICIES**

- a. A Work Order issued by the Maintenance Services Department (MSD) must be returned to the MSD marked "Completed" along with the date of such completion. The approved Completed Work order will be returned to the Contractor and must be submitted with the electronic invoice as additional supporting documentation. NOTE: THIS IS NOT THE PURCHASE ORDER NUMBER for billing purposes.
- b. Upon arriving at any school or facility said Contractor shall record arrival, and departure time on a service ticket. Both arrival and departure times will be verified and signed for by an authorized

representative of said school or facility. The City of New Haven and its representatives require the Contractor to keep accurate timesheets for all employees assigned to perform any project, task or assignment pursuant to this Contract.

- c. Unit Pricing in the BID TABLE should be inclusive of all Contractor's associated expenses, such as travel and fuel expenses. Contractor will only be allowed to invoice for TIME SPENT ON SITE and said time shall be noted on a service ticket.
- d. The City of New Haven and its representatives require the Contractor to keep an accurate record of supplies and materials used in the performance of any project, task or assignment pursuant to this Contract.
- e. Refer to Section 26 & 27 of the Bid Documents regarding invoicing and payment policies and procedures.
- f. One or more Purchase Order(s) will be issued to you for the contract. A Work Order is NOT a Purchase Order.

#### **10. WARRANTY**

All workmanship and materials performed and installed pursuant to these specifications and the contract shall be fully warranted for a period of one (1) year from the date of approval by the Director of Plant Operations and Maintenance of the Contractor's final invoice.

### **SECTION B - GENERAL CONDITIONS**

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#### **1. GENERAL**

- a. Where General Conditions clauses are repeated herein it shall be understood as calling special attention to them or as a further qualification and shall not be construed as omitting any other part of the General Conditions clause.
- b. The Contractor shall be subject to the New Haven Public School building use rules and shall sign in and out at the Principal's office whenever entering or leaving the premises. At all times, contractor shall keep the City of New Haven or its authorized representative informed as to its planned schedule for completing the work and changes or deviations from the planned schedule.

#### **2. CONTRACTOR'S RESPONSIBILITY – See Bid Document - Sections 5 & 6**

The Contractor may schedule walk-throughs of the City of New Haven Board of Education (weather and time permitting) by contacting the Director of Trades, at 475-220-1638, Director of Facilities at 475-220-1644.

#### **3. LAWS AND PERMITS**

- a. Contractor shall comply with all Federal, State and Municipal Laws, Statutes, Ordinances and Regulations, prepare all required documents, give all notices, obtain all permits necessary for the work, pay all costs and fees for permits and inspections and obtain all certificates of inspections and approval for the work and deliver same to the City of New Haven.
- b. All works, and materials shall be in full accordance with the rules and regulations of all other departments or boards having jurisdiction over the work or a portion thereof.
- c. The Contractor shall immediately inform the City of New Haven of any work or materials which violate any Federal, State and Municipal Laws, Statutes, Ordinances and Regulations and of any work performed by the Contractor causing such violations shall be corrected by the Contractor at its own expense.

#### **4. INSPECTION**

The quality of the Contractor's shall be subject to inspection by the City of New Haven or its representatives at any time.

## SECTION C – PROJECT SPECIFICS-DETAILED

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### SCOPE OF WORK

a. The work to be performed by the On-Call Services Contractor under these specifications shall consist of furnishing all material, labor, supervision, tools, supplies and other expenses necessary to provide full Testing, Inspection, preventive maintenance and on call services for Generators located at all schools, under this Contract and the preparation/furnishing of all certifications and reports as required. All inspection reports are to be delivered to the Facilities Director (both a hard copy and electronic copy). Email address to be provided after award. Related equipment shall include but not be limited to all area of refuge communication devices.

#### Each Inspection Visit shall include the following:

1. Inspection and cleaning of batteries, posts, terminals and cables.
2. Inspect electrolyte level and add if required.
3. Load and test battery.
4. Inspect battery charger for proper operation.
5. Inspect charging alternator for proper operation.
6. Inspect radiator, coolant level and condition, and water pump; add if required up to 20% of system capacity is included with service.
7. Inspect all radiator hoses for pliability and leaks.
8. Inspect all fan, and alternator belts for excessive wear.
9. Inspect all ventilation ductwork and louvers for proper operation.
10. Inspect engine heaters, i.e. Oil or coolant for proper operation.
11. Inspect general condition of engine for leaks, vibrations, and unusual noises.
12. Inspect condition of exhaust system, i.e. muffler, flex, condensate drain and rain cap.
13. Inspect air cleaner, clean if necessary.
14. Inspect fuel lines and hoses for pliability and leaks.
15. Inspect day tanks, float switch and fuel transfer pump.
16. Inspect oil level; add if required up to 20% of system capacity is included with service.
17. Inspect generator brushed and slip rings, if applicable and clean if necessary.
18. Inspect unit while running, for satisfactory operation conditions.
19. Inspect generator output for proper voltage and frequency. Adjust if required.
20. Inspect governor linkage, clean & lubricate and adjust as required.
21. Inspect engine safety devices and pre-alarms, for proper operation, i.e. low oil pressure, over-speed, over-crank, high engine temp and low engine temp.
22. Inspect automatic transfer switch for proper operation, i.e. time delays, exercise clock.
23. Run under load if possible. **Pre-authorization required.**
24. Advise proper maintenance procedures to maintenance personnel.
25. Written field service report and electronic report indicating ALL services performed and description of any problems observed.

#### Each Maintenance Visit shall include the following:

1. Oil change
2. Oil filter change
3. Oil sample taken for analysis.
4. Fuel filter change (if applicable.)
5. Air filter change
6. Replace spark plugs, points, condenser, distributor cap and rotor.
7. Lubricate generator bearing, fan shaft, water pump bearing, and governor linkage.
8. All 25 checks included with and Inspection visit.

**Also to include:**

1. Rodent Screening
2. Oil sample
3. Coolant sample
4. Coolant system flush

**SECTION D – Board of Education Location(s)**

## New Haven School Addresses 2020-2021

High Schools	Addresses
Coop Arts & Humanities High School	177 College St.
Engineering & Science University Magnet School	500 Boston Post Road
Hill Regional Career High School	140 Legion Ave.
Hillhouse High School	480 Sherman Parkway
Metropolitan Business Academy	115 Water St.
Sound Aquaculture Center (Foote)	17 Sea St.
Wilbur Cross High School	181 Mitchell Drive
Bishop Woods School	1481 Quinnipiac Ave.
Clinton Ave. School	293 Clinton Ave.
Fair haven School	164 Grand Ave.
W. Hooker Middle School	691 Whitney Ave.
Jepson Magnet School	15 Lexington Ave.
John C. Daniels Magnet School	569 Congress Ave.
King/Robinson Magnet School	150 Fournier St.
Lincoln-Bassett School	130 Bassett St.
Mauro/Sheridan Magnet School	191 Fountain St.
Central Kitchen	75 Barnes Ave.





**TRI STATE**  
MAINTENANCE SVCS. LLC

**Tri State Maintenance Services, LLC**

**City of New Haven  
Bureau of Purchases**

**Solicitation Number – 21683 On Call Generator Maintenance**

Statement of Qualifications

1. Name of Vendor: Tri State Maintenance Services LLC Thomas Giuliano, *manager*

2. Main Office Addresses: 356 Old Maple Avenue North Haven, CT 06473

3. Contact Information:

Telephone: 203-691-1343

Fax: 203-691-1954

Email: [tom@tristatemain.com](mailto:tom@tristatemain.com)

4. Organized: 2006

5. Legal Form of Ownership: Limited Liability Company (LLC)

6. Engaged in Services: 14 years

7. Client References:

City of New Haven BOE Contract	07/18 \$50,000, on-call generator maintenance	Contact: John Barbarotta 203-395-3878
City of West Hartford Contract	07/17 \$7,435 on-call generator maintenance	Contact: Mike Longo 860-567-7927
West Haven Housing Authority	07/16 \$20,050 on-call generator maintenance	Contact: Erik Stokes 203-934-8671 x 113

8. Failed to complete any work awarded: No

9. Defaulted on a contract: No

10. Pending Litigation: No

11. Thomas Giuliano, manager authorized to bind, generator certified technician (Kohler, Generac, Briggs)  
Kerri Kennealy, office manager, authorized to bind, financial and operations  
Justin Lazaro, generator technician, not authorized to bind

12. Thomas Giuliano, manager [tom@tristatemain.com](mailto:tom@tristatemain.com) 203-691-1343

13. Financial Statement: Yes

14. 26-4187300

15. Credit Card Payments: Yes

16 Addendums: None Received

17: Markup: 10%

**356 Old Maple Avenue**

**North Haven, CT 06473**

**203-691-1343**



Connecticut's Official  
State Website

# The Office of Secretary of the State Denise I

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## Business Inquiry

### Business Details

Business Name:	<b>TRI STATE MAINTENANCE SERVICES, LLC</b>	Citizenship/State Inc:	<b>Domestic/CT</b>
Business ID:	<b>0846815</b>	Last Report Filed Year:	<b>2019</b>
Business Address:	<b>356 OLD MAPLE AVE, NORTH HAVEN, CT, 06473, USA</b>	Business Type:	<b>Domestic Limited Liability Company</b>
Mailing Address:	<b>356 OLD MAPLE AVENUE, NORTH HAVEN, CT, 06473, USA</b>	Business Status:	<b>Active</b>
Date Inc/Registration:	<b>Jan 20, 2006</b>		
Annual Report Due Date:	<b>03/31/2020</b>		
NAICS Code:	<b>NONE</b>	NAICS Sub Code:	<b>NONE</b>

### Principals Details

Name/Title	Business Address	Residence Address
TRI STATE NE HOLDINGS, LLC PRINCIPAL	356 OLD MAPLE AVENUE, NORTH HAVEN, CT, 06473, USA	NONE

### Agent Summary

**DISCLOSURE**

May 28, 2020

*M Condon*

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**Assessor's Authorization**

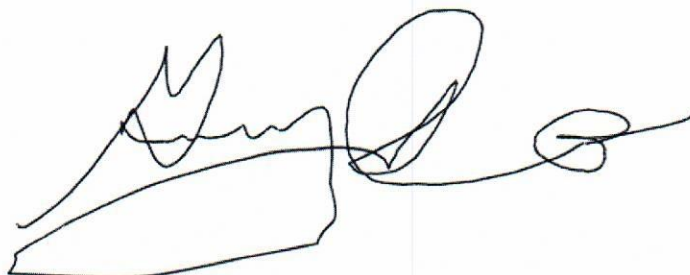
Michael Condon - 28-May-2020 15:26 EDT

*M Villiani*

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**Tax Collector's Authorization**

Maurine Villiani - 28-May-2020 15:30 EDT

A large, stylized handwritten signature in black ink, likely belonging to Maurine Villiani, positioned above the Originator's Authorization section.

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**Originator's Authorization**

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# THE CITY OF NEW HAVEN

BUREAU OF PURCHASES  
200 Orange Street

New Haven, Connecticut 06510  
(203) 946-8201 • FAX (203) 946-8206



## DISCLOSURE & CERTIFICATION AFFIDAVIT

CONTRACTOR/VENDOR NAME	Tri State Maintenance Services, LLC
CONTRACTOR/VENDOR ADDRESS	356 Old Maple Avenue, North Haven, CT 06473
TELEPHONE /FAX	203-691-1343/203-691-1954
CONTACT/E-MAIL ADDRESS	tom@tristatemain.com kerri@tristatemain.com
AGREEMENT FOR:	
SOLICITATION TITLE & NUMBER, IF APPLICABLE	On Call Generator Maintenance 21683

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	Ss, North Haven
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I, Thomas Giuliano being first duly sworn, hereby deposes and says that:  
(type or print your name above)

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.
2.	I am the corporate secretary or majority owner (including sole proprietorship) of Tri State Maintenance Services, LLC OR I am an individual and my name is _____ (Insert Company Name above) OR, _____ if an individual, type your name above)
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): 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. <input checked="" type="checkbox"/> 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. ____ 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.	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: <input checked="" type="checkbox"/> Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship and its Connecticut Secretary of the State Registration number is <u>94-987-86</u> . ____ 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 Registration number is \_\_\_\_\_.  
 \_\_\_\_\_ 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 \_\_\_\_\_ and the State business registration number is \_\_\_\_\_.  
 \_\_\_\_\_ 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 not applicable): \_\_\_\_\_

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	Tri State Maintenance Services, LLC		21583-2-2	
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	Tri State NE Holdings, LLC	Principal	100	
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	NA		
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.

(Signed) Thomas Giuliano Maasgeh  
 Title: manager

Subscribed and sworn to before me this 12<sup>th</sup> day of March 2020

Kerri Kennealy (Title) Notary Public  
 My commission expires September 30, 2020

**THIS FORM MUST BE NOTARIZED**

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

See Project Summary for Applicability

# City of New Haven Livable Wage Form

Internal Audit Division

## CONTRACTORS LIVABLE WAGE CERTIFICATION FORM

I, Thomas Giuliano of Tri State Maintenance Services, LLC  
Officer, owner, authorized rep. Company name

Do hereby certify that

Company Name	Tri State Maintenance Services, LLC
Address	356 Old Maple Avenue
City, State Zip	North Haven CT 06473

and all of its subcontractors will pay all workmen on the:

\_\_\_\_\_ the Livable wages as indicated in Article XVII, Section 2-221 *et seq.* of the Code of the City of New Haven \*\*

[Signature]  
Signature of Above Company Official

\*\* The Current Livable Wage per hour is detailed in the Project Summary. In the event that your firm's salary schedules are in excess of this amount, please provide documentation with your response. This may eliminate the need for weekly payroll submittals, however you may still be subject to spot audits.

Subscribed and sworn to before me this 12<sup>th</sup> day of March 2020

KERRI-LYNN KENNEALY  
Notary Public  
My Commission Expires September 30, 2020  
[Signature]  
Notary Public

**CERTIFICATE OF NON ARREARAGE**

STATE OF CONNECTICUT )  
 )SS North Haven  
COUNTY OF New Haven )

**Thomas Giuliano** \_\_\_\_\_ being duly sworn deposes and says

1. He /She is the (owner, partner, officer, representative, or agent) of Tri State Maintenance Services, LLC  
the Bidder that has submitted the attached Bid.

2. Neither the Bidder, nor its subcontractors are in arrears to the State of Connecticut  
Second Injury Fund.

(signed) *Thomas Giuliano*  
**Thomas Giuliano, manager**  
\_\_\_\_\_ Title

Subscribed and sworn to before me this 12<sup>th</sup> day of March, 2020

*Kerri-Lynn Kennealy*  
KERRI-LYNN KENNEALY  
Notary Public  
My Commission Expires September 20, 2020  
*Kerri-Lynn Kennealy*  
Notary Public Commissioner  
of the Superior Court



**EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT**

During the performance of this contract, the Contractor agrees as follows:

- a. To comply with all provisions of Executive Order 11246 and Executive Order 11375, Connecticut Fair Employment Practices Act, and the contract compliance ordinance of the City of New Haven, including all standards and regulations which are promulgated by the government authorities who established such acts and requirements, and all standards and regulations are incorporated herein by reference;
- b. Not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, physical disability or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, sex, age, or national origin and physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship;
- c. To post, in conspicuous place available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
- d. To state, in all solicitations or advertisement for employees placed by or on behalf of the contract, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, physical disability or national origin;
- e. To send to each labor union representative of workers with whom it has a collective bargaining agreement, or other contract or understanding, a notice advising a labor union or worker's representative of the contractor's commitments under the equal opportunity clause of the City of New Haven, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor shall register all workers in the skilled trades, who are below the journeyman level, with the Apprentice Training Division of the Connecticut State Labor Department;
- f. To utilize labor department and city sponsored manpower programs as a source of recruitment and to notify the contract compliance unit and such programs of all job vacancies;
- g. To take affirmative action to negotiate with qualified minority contractors for any work which may be proposed for subletting, or for any additional services, or work which may be required as a result of this contract;
- h. To cooperate with city departments in implementing required contract obligations for increasing the utilization of minority business enterprises;
- i. To furnish all information and reports required by the Contract Compliance Director pursuant to section 12 1/2 -1, 12 1/2-19 through section 12 1/2-32, 12 1/2-48 through 12 1/2-52 and to permit access to his books, records and accounts by the contracting agency, the Contract Compliance Officer, and the Secretary of Labor for purposes of investigation to ascertain compliance with the program;
- j. If such contractor employs three or more employees to refrain from paying such employees dues and related expense for clubs that restrict membership use of their facilities on the basis of race, color, sex, religion, national origin or ancestry;
- k. To take such action, with respect to any subcontractor, as the City may direct as a means of enforcing the provisions of sub-paragraphs (a) through (m) herein, including penalties and sanctions for noncompliance, provided however that, in the event the contractor becomes involved or threatened with litigation as a result of such direction by the City, the City will intervene in such litigation to the extent necessary to protect the interest of the City and to effectuate the City's Equal Employment Opportunity Program, in the case of funded directly or indirectly, in whole, or in part, under one or more Federal Assistance Programs, the contractor or the City may ask the United States to enter into such litigation to protect the interest if the United States;
- l. To file, along with his subcontractors, if any, compliance reports with the City in the form and to the extent prescribed in the contract by the Contract Compliance Director of the City of New Haven. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the contractor and his subcontractors, if any;
- m. To include the provisions of sub-paragraphs (a) through (m) of this Equal Opportunity Clause in every subcontract or purchase order so that said provisions will be binding upon each such subcontractor or vendor;



n. That a finding, as hereinafter provided, of a refusal by the contractor, or subcontractor, to comply with any portion of this program as herein stated and described, may subject the offending party to any or all of the following penalties:

1. Withholding of all future payments under the involved public contract to the contractor in violation until it is determined that the contractor, or subcontractor, is in compliance with the provisions of the contract;
2. Refusal of all future Bids for any public contract with the City of New Haven, or any of its departments or divisions, until such time the contractor or subcontractor, is in compliance with the provisions of the contract;
3. Cancellation of the public contract;
4. Recovery of specified monetary penalties;
5. In case of a substantial or material violation, or the threat of substantial or material violation of the compliance procedure or as may be provided in for by the contract, appropriate equitable or legal proceedings may be brought to enforce these provisions against contractors, subcontractors or other organizations, individuals or groups who directly or indirectly are not in compliance with the policy herein outlined. (Ord. of 12-5-77).

In Witness WHEREOF, on the 12<sup>th</sup> Day of March, 2020  
the contract has caused two counterparts of this Agreement to be executed and delivered.

Witness:

[Handwritten Signature]  
(signature)  
[Handwritten Signature]  
(signature)

[Handwritten Signature]  
Contractor  
Thomas Giuliano, manager  
Title



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

[www.newhavenct.gov/gov/depts/purchasing/](http://www.newhavenct.gov/gov/depts/purchasing/)

Telephone: (203) 946-8201 Fax: (203) 946-8206

### NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Connecticut ) County of (New Haven)  
ss.

Thomas Giuliano, being first duly sworn, deposes and says that:

1. He/She is (owner, partner, officer, representative, or agent) of Tri State Maintenance Services, LLC  
the Bidder/proposer that has submitted the attached Bid/Bid. (Bidder/Proposer's name)

2. He/She is fully informed respecting the preparation and contents of the attached Bid/Bid and of all pertinent circumstances respecting such Bid/Bid;

3. Such Bid/Bid is genuine and is not collusive or sham Bid/Bid;

4. Neither the said Bidder/Proposer nor any of its officers, partners, owners, agents, representative, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder/proposer, firm or person to submit a collusive or sham Bid/Bid in connection with the Contract for which the attached Bid/Bid has been submitted or to refrain from Bidding/proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder/proposer, firm or person to fix the price or prices in the attached Bid/Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid/Bid prices or the Bid/Bid price of any other Bidder/proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of New Haven or any person interested in the proposed Contract;

5. The price or prices quoted in the attached /Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder/proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and

6. That no Alderman or other officer or employee or person whose salary is payable in whole or in part from the City Treasury is directly or indirectly interested in the Bid/Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

(Signed) *Thomas Giuliano* manager

(Title) Thomas Giuliano, manager

Subscribed and sworn to before me this 12<sup>th</sup> day of March, 2020.

*Kerri Kennealy*  
Kerri Kennealy, notary public  
(Title)

My commission expires Public  
My Commission Expires September 30, 2020

**VENDOR "BAN THE BOX" ORDINANCE COMPLIANCE AGREEMENT**

Adopted 02/09

The City of New Haven is subject to Ordinance #1585 (2/17/2009) which prohibits unfair discrimination in City hiring policies against persons previously convicted and provides a mechanism to ensure that persons and businesses supplying goods and/or services to the City of New Haven have adopted and employ fair hiring policies and practices that are consistent with the City's goal of removing obstacles to the employment of persons with prior convictions.

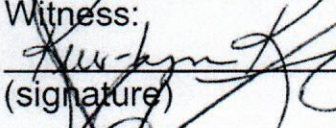
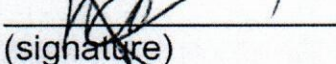
Accordingly, during the performance of this contract, the Contractor agrees as follows:

(A) Vendors doing business with the City of New Haven shall adopt and employ conviction history policies, practices, and standards that are consistent with City standards further detailed in the attached ordinance. The Vendors' criminal history standards will be part of the criteria to be evaluated by the City as to whether to award a City contract. Further, the City will be able to evaluate a Vendor's execution of the criminal history standards as a part of the performance criteria of said City contract(s); the Awarding Authority, in consultation with the Office of Corporation Counsel and the Community Services Administration, shall consider any Vendor's deviation from these criminal history standards as grounds for rejection, rescission, revocation, or any other termination of the contract.

(B) Under exigent circumstances, an Awarding Authority, by its highest ranking member, in consultation with the Office of Corporation Counsel and the Community Services Administration, may grant a Vendor a waiver of the criminal history standards on a contract-by-contract basis. A written record of the waiver shall be kept on file by the Awarding Authority, the Community Services Administration and the Office of Corporation Counsel, and shall also be submitted to the City of New Haven Commission of Equal Opportunities. The written record shall include, but not be limited to: (a) a summary of the terms of the contract, (b) the details of the Vendor's failure or refusal to conform to the City's criminal history standards, and (c) a brief analysis of the exigency causing the grant of waiver. No waiver may be considered perfected unless the Awarding Authority fully complies with the provisions of this sub-section.

(C) A Vendor may contact the Community Services Administration to report any problems, concerns or suggestions regarding the implementation, compliance and impact of these sections, and the Community Services Administration shall log every comment received with a summary of the comment and shall keep on file any written comments. Subsequent to logging any comment the Community Services Administration shall refer all complaints to the Office of the Corporation Counsel and shall notify the relevant Awarding Authority of the complaint and any further investigation that the Community Services Administration in consultation with the Office of Corporation Counsel deems necessary or appropriate.

In Witness WHEREOF, on the 12<sup>th</sup> Day of March, 2020,  
the contract has caused two counterparts of this Agreement to be executed and delivered.

Witness:  
  
\_\_\_\_\_  
(signature)  
  
\_\_\_\_\_  
(signature)

  
\_\_\_\_\_  
Contractor  
Thomas Giuliano, member  
\_\_\_\_\_  
Title

## City of New Haven Current Workforce Certificate Equal Opportunities

Bidder/Proposer : Tri State Maintenance Services, LLC

Address 356 Old Maple Avenue

City, State North Haven, CT

Zip Code 06473

JOB CATEGORIES	<b>Racial Group</b>										TOTAL
	<b>MALE</b>					<b>FEMALE</b>					
	W	AA	HA	H	O	W	AA	HA	H	O	
Officials & Managers	1					1					2
Professionals											
Technicians	1	1	2								4
Sales Force	1										1
Office & Clerical											
Craftsmen (skilled)											
Operatives (semi-skilled)											
Laborers (unskilled)											
Service Workers											
<b>Total</b>	<b>3</b>	<b>1</b>	<b>2</b>			<b>1</b>					<b>7</b>

Are you a disadvantaged business enterprise?

Yes

No

Are you a women's business enterprise?

Yes

No

Does your company have an affirmative action plan?

Yes

No

W - White (Caucasian)

AA - African American

HA - Hispanic American

H - Handicapped

O - Other



**CITY OF NEW  
HAVEN**  
BUREAU OF PURCHASES



**Justin Elicker**  
*Mayor*

**Michael V. Fumiatti**  
*Purchasing Agent*

200 ORANGE STREET  
ROOM 401  
NEW HAVEN, CONNECTICUT 06510  
Tel. (203) 946-8201 - Fax. (203) 946-8206

Contractor:	Tri-State Maintenance Services, LLC
Contract Name:	On Call Generator Maintenance
Contract #:	21683-1-5

This is to certify that the originals of the attached copies are on file with the Bureau of Purchases:

- Bid Documents
- When applicable, any addendum

Contract Analyst:	<small>DocuSigned by:</small> <i>Gina Consiglio</i>
Award Date:	July 1, 2020



# CITY OF NEW HAVEN

Department of Finance

200 ORANGE STREET  
NEW HAVEN, CONNECTICUT 06510  
TELEPHONE (203) 946-8300

<b>Contractor:</b>	Tri-State Maintenance Services, LLC	<b>Contract Name:</b>	On Call Generator Maintenance
<b>Address:</b>	356 Old Maple Avenue	<b>Contract # :</b>	21683-1-5
<b>City:</b>	North Haven	<b>Award Date:</b>	July 1, 2020
<b>State:</b>	Connecticut	<b>Contact:</b>	Tom Giuliano
<b>Zip Code:</b>	06473	<b>Contract Term:</b>	July 1, 2020-June 30, 2021
<b>Vendor # :</b>	45700	<b>Contract Value:</b>	\$50,000.00

To whom it may concern:

The work you are performing for the City of New Haven is considered a "service" under the City's Living Wage Ordinance. The ordinance, passed by the Board of Alderman in April 1997, as part of an initiative to assure that all who work on City contracts made enough money by their labors to rise out of poverty and obtain vital health care for themselves and their families.

In accordance with this goal, you have been awarded the above referenced contract and have agreed to pay a set minimum wage to your employees who participate in said work. In addition, you are required to meet certain other requirements set forth in the Ordinance.

The City of New Haven's current Living Wage is \$17.42 per hour for the fiscal years July 1, 2020 through June 30, 2021.

The enclosed package includes the following:

- A brief description of the City's Living Wage Ordinance.
- Measures you must undertake when hiring individuals to perform this work.
- Information which must be posted at any work sites on City property.
- Wage report forms, which must be based on your payroll ending dates (weekly, biweekly, etc). You may use your own form as long as the required information is included.
- It is your responsibility to retain all the certified payroll for this contract. We will only request them from you if there is a complaint.
- A detailed description of the measures the City may take to assure compliance with this ordinance.

Very truly yours,

City of New Haven  
Controller

## NOTICE TO EMPLOYEES ON THIS SITE

Work performed for the above-cited contract requires you to be compensated at no less than \$17.42 per hour from 7/1/2020 through 6/30/2021. This is required by the City's Living Wage Ordinance, as enacted by the New Haven Board of Aldermen on April 24, 1997, Article XVII, Section 2-221 to Section 2-240.

The Living Wage Ordinance provides for:

- Non technical, non-trade, non-union (carpenter, plumber, etc.) service workers be provided the wage rate listed above,
- An hourly wage may not be reduced to achieve the stipulated living wage;
- Employees being informed of the appropriate minimum wage they should receive under the ordinance;
- The contractor submits wage reports based on your payroll ending dates (weekly, biweekly, etc.) within one week of the end of payroll of the payroll period to the City of New Haven detailing hourly wage paid to all employees under the above cited contract;
- An employee's right to file a complaint with the City of New Haven regarding an employer's non-compliance with this ordinance;
- Restitution to the employee of wages owed under the ordinance, should review of contractor records reveal non-compliance with the Living Wage Ordinance or should a finding be made in favor of a complaining employee; and
- Fines and penalties in the event an employer remains non-compliant.

If you feel that your employer has not complied with the Living Wage Ordinance, please detach the form below and return it to the City of New Haven, Controller, 200 Orange Street, New Haven, CT 06510.

### Living Wage Complaint Form

Job Site:	Contractor
Weeks(s) of Pay Affected:	
Job Title	Job Description
Employee Name (Print):	Employee Phone
Employee Address	Best Time to call
Please Describe Complaint:	
Employee Signature:	Date of Complaint

## **RIDER A - Agreement for Professional and/or Technical Services, Commodities and Construction under \$200,000 (non-Architect)**

### **INDEMNIFICATION**

Contractor shall defend, indemnify and hold harmless the City of New Haven, and its officers, agents, servants and employees, from and against any and all actions, lawsuits, claims, damages, losses, judgements, liens, costs, expenses and reasonable counsel and consultant fees sustained by any person or entity ("Claims"), to the extent such Claims are caused by the acts, errors or omissions of the Contractor, including its employees, agents or subcontractors, directly or indirectly arising out of, or in any way in connection with, the obligations of the Contractor pursuant to this Agreement.

### **INSURANCE**

A. Contractor shall purchase from and maintain in a company or companies with an A- or greater A.M. Best & Co. rating, acceptable to City and lawfully authorized to do business in Connecticut, such insurance, including Commercial General, Automobile, Workers' Compensation, and such other forms of liability insurance as will protect the City and Contractor from claims which may arise out of or result from Contractor's operations under this Agreement and for which Contractor may be legally liable, whether such operations be by the Contractor, a subcontractor or a sub-tier contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

B. The following Commercial General Liability coverage is particularly required:

- (1) Commercial General Liability with a combined Bodily Injury and Property Damage Limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the General Aggregate.
- (2) Products/Completed Operations Limit of not less than Two Million Dollars (\$2,000,000) per occurrence, with coverage maintained for two (2) years after final acceptance of the project.
- (3) Personal & Advertising Liability Limit of not less than One Million Dollars (\$1,000,000)
- (4) Fire Damage Legal Liability Limit of no less than One Hundred Thousand Dollars (\$100,000)
- (5) Medical Payments Liability Limit of not less than Ten Thousand Dollars (\$10,000)

C. The Contractor shall carry Business Automobile Liability insurance covering the use of all owned, non-owned and/or hired vehicles with a combined Bodily Injury and Property Damage Limit not less than the following:

- |                    |  |
|--------------------|--|
| 1. Bodily Injury   | One Million Dollars (\$1,000,000) Each Person<br>One Million Dollars (\$1,000,000) Each Accident |
| 2. Property Damage | One Million Dollars (\$1,000,000) Each Accident  |

D. The Contractors must carry Workers' Compensation insurance as follows:

Coverage A – Statutory Benefits Liability imposed by the Workers' Compensation and/or Occupational disease statute of the State of Connecticut and any other governmental authority having jurisdiction for the work performed at the project.

Coverage B – Employer's Liability – Limits of not less than One Hundred Thousand Dollars (\$100,000) per accident; One Hundred Thousand Dollars (\$100,000) bodily injury per disease/employee; Five Hundred Thousand Dollars (\$500,000) policy by disease.

Extensions of Coverage

- Other States Endorsement
- Voluntary Compensation (included if exposure exists)
- United States Longshoreman's & Harbor Worker's Act (included if exposure exists)
- Jones Act (included if exposure exists)



Amendment of the Notice of Occurrence  
Thirty (30) day written notice of cancellation, non-renewal

E. Contractors shall also carry the following in the event that exposure exists: The Contractor shall carry Professional Liability or Errors & Omissions Insurance with respect to any damage caused by an error, omission or any negligent act of the Contractor with minimum coverage limits of One Million Dollars and No Cents (\$1,000,000.00) per claim for any wrongful act to cover work performed under this contract/One Million Dollars and No Cents (\$1,000,000) aggregate.

F. The insurance required herein shall be written for not less than limits of liability specified herein or as required by law, whichever coverage is greater. Insurance coverage written on an occurrence basis shall be maintained without interruption from date of commencement of the work until date of final payment or, as required by the contract documents, termination of any coverage required to be maintained after final payment and, with respect to the Contractor's Completed Operations coverage, until the expiration of the period for correction of the work and for such other period for maintenance of Completed Operations coverage as specified in the contract documents. If liability coverage is written on a claims-made basis, "tail" or "extended reporting period" coverage will be required at the completion of the project for a duration of twenty four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims-made" liability coverage for twenty four (24) months following the project completion. Continuous claims-made coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous claims-made coverage is used, Contractor shall be required to keep the coverage in effect for the duration of not less than twenty four (24) months from the date of final completion of the project.

G. Contractor, Sub-Contractors and, if applicable, Sub-tier Contractors shall also carry the following in the event that exposure exists:

1. Aviation or Marine Insurance: In the event any fixed wing or rotary aircraft are used in connection with this contract, or if any vessel or barge is used, or if a crane is over or nearby waterway, Contractor shall advise the City of the same and separate insurance requirements provided by the City shall be set forth in a separate agreement between the parties.

2. Railroad Protective Liability – The Contractor shall purchase a railroad protective liability policy when the work is on or within fifty (50) feet of a railroad or affects any railroad property including, but not limited to, tracks, bridges, tunnels, and switches. The limit of coverage shall not be less than Two Million Dollars (\$2,000,000) per occurrence with an annual aggregate of Four Million Dollars (\$4,000,000) for bodily injury and property damage including physical damage to Railroad's property and property of others. In addition to the foregoing, the Contractor shall comply with all insurance requirements of the railroad company.

3. Environmental Insurance (Contractor's Pollution Liability) – If an environmental exposure is potentially involved, the limit of such exposure shall not be less than Two Million Dollars (\$2,000,000) each claim/Two Million Dollars (\$2,000,000) general aggregate.

H. Coverage for Contractors must include the following endorsements: 1) Blanket Contractual Liability for liability assumed under this Agreement and all other agreements relative to the project; 2) Severability of Interests; and 3) Coverage is to be endorsed to reflect the insurance provided is to be primary for the City, and all other indemnities named in this Contract.

I. For all policies required hereunder the Contractor, Subcontractors and Sub-tier Contractors each (i) except for professional liability and/or errors and omissions coverage, hereby waive subrogation against the City, City's Agent and any and all other indemnitees pursuant to the contract documents and (ii) shall name the City of New Haven as Certificate Holder and, except for Worker's Compensation and professional liability and/or

errors and omissions policies, an Additional Insured. Further, each such policy shall provide that the insurance company will endeavor to give a minimum of thirty (30) days written notice to the City prior to any modification or cancellation (except for reason of non-payment of premium which shall be ten (10) days' notice) of any such insurance coverage and such notice shall be directed to the City of New Haven in accordance with the notice provisions of the Agreement. The Contractor shall furnish the City with the insurance policy (ies) and corresponding Certificate(s) of Insurance evidencing that it has complied with the obligations in this Rider, including, but not limited to, requirements for (1) waiver of subrogation, (2) additional insured (with the exception of Workers' Compensation coverage), (3) notice of cancellation; and, (4) Certificate Holder information. Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the work and thereafter upon renewal or replacement of each required policy of insurance. If any of the insurance coverage required herein is to remain in force after final payment, an additional Certificate evidencing continuation of such coverage shall be submitted.

J. Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

K. Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.