



Purchasing Department
Finance Group

April 14, 2010

REQUEST FOR PROPOSAL - SECURITY GUARD SERVICES AT CITY HALL & NORWALK PUBLIC LIBRARY LOCATIONS		
PROJECT NUMBER	2950	Document length - 30 pages
DUE DATE	2:00 PM	May 4, 2010

Dear Sir/Madam:

The City of Norwalk is soliciting proposals for security guard services at City Hall and Norwalk Public Library. Proposal Documents are available upon receipt of this invitation via FAX. Dial 203-854-7897 from any phone to access the Purchasing Department's **Express Request Line**. The document number to request will be the same as the project number indicated above. This service is also available over the Internet at <http://www.bid.ci.norwalk.ct.us> where the document is stored under the project number noted above.

All questions must be directed, in writing, to David Carroll, Purchasing Officer, via e-mail or fax number (203) 854-7817. The deadline for submission of questions is 2:00PM April 27, 2010.

Businesses, without fax or Internet access equipment, may contact the Purchasing Department at 203-854-7712 for any RFP information. Our fax number is 203-854-7817.

If, after review of the RFP documents, your firm is interested in performing the services specified, provide the information requested, sign and return the complete document, along with your detailed proposal, to the City of Norwalk Purchasing Department by the due date.

Sincerely,

David Carroll
Purchasing Officer

SECTION 1 - PROJECT SPECIFICATIONS - GUARD SERVICE

The following information should be of assistance in developing a proposal. If you have any questions, please contact the Purchasing Office at 203-854-7712.

1.1 GENERAL

Guards shall be responsible for all phases of building protection, including but not limited to: guarding the premises against theft, fire, pilferage, malicious injury, damage, and destruction; permitting only authorized persons to enter the premises; reporting violations of fire and safety regulations; making tours of premises; and, when so instructed, controlling traffic in parking lots, and checks of classified areas or containers.

The days and hours of the week when guards are to be provided are as indicated in the Scope of Work below. Security logs will be prepared and maintained by the Contractor. These logs will be available to the Contract Administrator at all times and will be property of the City of Norwalk. All City of Norwalk manuals and instructions provided to the Contractor must be returned to the Contract Administrator or delegate upon the termination of the contract or upon request. The Contract Administrator or delegate may make changes in any of these instructions at any time, except that a 24 hours notice shall be provided to the Contractor regarding changes in days and hours of the week when guards are to be provided and the number of guards required. If required, twice the number of guards required under this contract shall be made available at no increase in rate upon such 24 hour notice. A substitute guard force numbering at least one-half the total guards required by this contract shall be trained in advance at no expense to the City and assigned when replacements are required.

All persons performing work hereunder shall at all times be recognized as Contractor employees and under Contractor control and supervision. Contractor employees shall, in the performance of services hereunder, comply with the written or verbal instructions received solely from the Contract Administrator or delegate.

All guards shall sign in and sign out in the guard log which will be located as specified in written instructions issued pursuant to the second paragraph of these general conditions.

At the conclusion of each tour of duty, each guard shall submit a written daily incident report to the Contract Administrator or delegate covering all unusual or hazardous conditions encountered during such period. If no events occur during the shift a report indicating so will be submitted.

Personnel performing guard duties must be alert at all times. The Contractor agrees not to assign any person to perform guard services hereunder who will have worked in any capacity in excess of 12 hours per 24 hour period or 60 hours per week. Under extraordinary circumstances, these requirements may be waived by the Contract Administrator or delegate. Request for such waiver must be submitted in writing to the

Contract Administrator or delegate.

1.2 INVOICING

All invoices shall be in a format agreeable to the City. Overtime will be billed separate from the monthly service invoice. For purposes of this agreement, the work week shall commence with shifts beginning on or after 12 midnight on Sunday and end the following Sunday at 12 midnight.

1.3 AUDIT

The Contractor agrees to maintain complete records of all direct labor hours worked by employees engaged in fulfilling this contract. Payment for work completed which is beyond the scope defined below is to be computed on the basis of actual hours worked, at a fixed rate per hour and all other costs, if any, payable by the City under this contract.

Such records shall be maintained in accordance with recognized commercial accounting practices so they may be readily audited. Contractor further agrees to permit the City of Norwalk to examine and audit these records and all supporting records at reasonable times. All payments, if any, made hereunder by the City of Norwalk, shall be subject to final adjustments as determined by such audit(s). Contractor shall retain all records for a period of not less than one calendar year after the completion date of this contract.

1.4 STANDARDS

The following minimum standards shall apply to all guards assigned to City of Norwalk public facilities. Deviation from any of these standards will require written consent from the Contract Administrator or delegate of the City of Norwalk before the guard is assigned to any City of Norwalk public facilities. In fulfilling contract obligations under this clause, the Contractor shall comply fully with laws relating to the making of investigative reports and the disclosure of information contained therein.

- A. Be at least 21 years of age.
- B. Be a high school graduate or equivalent.
- C. No record of criminal convictions(s) other than minor traffic violations.

Note: Item C above is to be certified by a written statement for each guard that background investigations have been performed and, to the best of the Contractor's knowledge, he/she meets these standards. The certifications for each guard shall be provided to the Contract Administrator or delegate of the City of Norwalk before the assignment of the guard to the premises of the City of Norwalk.

- D. Be physically competent* and capable of performing the job. Contractor agrees that each guard to be assigned to perform under this contract is in good medical condition and does not suffer any imparities which would interfere with his or her being able to perform

assigned duties and responsibilities. Further, if the contractor becomes aware of any medical condition which would limit the ability of a guard to perform the duties and responsibilities contracted for, contractor will immediately notify the City of Norwalk of the changed condition.

*"Physically competent" as used herein, means physically and mentally capable of performing the routine daily tasks of this position without hazard to him/her or others.

E. Guards will not bear firearms in performance of this contract.

F. Concierge setting requiring highly articulate, well groomed individual with good written and verbal communication skills

G. Ability to interact in a highly professional manner with all levels of the public.

H. Good people and interactive skills to handle inquiries, directions, room reservation conflicts, etc.

I. Ability to work well under pressure

J. Ability to handle emergency situations such as building security and fire alarm events, medical emergencies and building maintenance issues

K. Willingness to work weekends and holidays

L. Decision maker, carry out directions, ability to follow up & interact with City departments

1.5 HIRING AND REPLACEMENT

The library would like the option of retaining its current security guard. Therefore, the City strongly encourages Firms to, at minimum, interview the existing personnel for any and all positions that you intend to use to service the City.

For the City Hall location: the City currently pays an hourly billing rate of \$15.76 *plus overtime* for their services. For the Library location: the City currently pays an hourly billing rate of \$16.56 for their services.

Vendors shall submit, with their submission to the City, a copy of the resumes of any and all personnel that they intend to use to service the City's account.

At the City's request, the Contractor shall replace any guard performing services hereunder.

1.6 TRAINING

The Contractor shall train each guard in the following fields before he/she is assigned to the premises.

1. Legal restrictions on arrests, search and seizure, and the carrying and use of firearms if armed.
2. Control, detection and reporting of fires, the use of portable fire fighting equipment, and the control of sprinkler systems.
3. Procedure to be used when notifying police in the event of criminal activity. Notification of police should be accomplished through the Contract Administrator or delegate. If, in the guard's opinion, circumstances require immediate action, the police may be notified directly by the guard and the City's representative or delegate notified immediately thereafter.
4. Training in appearance, regulations and conduct in accordance with general and accepted practice and any additional requirements the City may require.
5. Training on alarm activation and deactivation.
6. Lowering of U.S. and State flags at sunset, properly folded and set in a designated area at the security console.

1.7 SUPERVISION

Unannounced inspections by the contractor's nonresident supervisor will be made of each post during each shift at least once every seven days. The supervisor shall note and sign the security guards daily report when inspections are made.

1.8 ARRESTS AND COMPLAINTS:

Guards shall make no arrests or detentions without the direct consent or written instruction of the Contract Administrator unless otherwise specified in written instructions furnished. Guards shall not sign a complaint on behalf of the City of Norwalk and any request to sign a complaint will be referred to the Contract Administrator or delegate.

1.9 EQUIPMENT AND UNIFORMS

Contractor shall furnish all equipment and material necessary for the performance of services hereunder, including uniforms, except for firefighting equipment. The City of Norwalk will furnish the contractor, without charge, such office equipment and space, including the maintenance and utilities, as the Contract Administrator deems necessary. All such facilities shall remain City of Norwalk property and shall not be used for any purpose other than that which is required in the performance of guard duties.

1.10 LABOR

The Contractor shall be responsible for its own labor relations with any labor organization either representing or seeking representation among Contractor's employees. No provision under such contract or any existing contract shall obligate the City of Norwalk to contractor's employees or to any labor union representing contractor's employees on the termination of this contract or at any other time. In the event the contractor has knowledge that an actual or potential labor dispute prevents or threatens to prevent at any time performance under this contract, contractor shall immediately give notice thereof to the Contract Administrator or delegate of the City of Norwalk. Such notice shall include all relevant information concerning the dispute.

1.11 CONTINUATION OF SERVICES

Contractor recognizes that it is the responsibility of the guard personnel to guard and protect City of Norwalk premises, material, facilities and property. In the event contractor's personnel are faced with a strike, threatened strike, stoppage of work or other interferences, guard personnel will continue to report for duty, remain at their posts, and discharge their duties in the regular manner. Should the guards not do so, or should any other circumstances prevent their performance as specified under this contract, the City of Norwalk may hire outside guards for the duration of the contingency.

1.12 IDENTIFICATION

Access to City of Norwalk facilities for the performance of work hereunder may at the City of Norwalk's discretion require contractor's employees to have on their person identification credentials which the City of Norwalk may issue. If, for any reason, any of the contractor's employees are no longer performing work hereunder, contractor shall immediately inform the Contract Administrator or delegate of the City of Norwalk of same. Such notification shall be followed by the return of the identification credentials involved, to the representative or delegate of the City of Norwalk, or a written statement as to the reasons why the identification credentials can not be returned.

1.13 ADJUSTMENT OF COMPENSATION

Upon the occurrence of any of the acts or omissions listed below, there shall be an equitable downward adjustment of Contractor charges to fairly reflect the reduced value of Contractor services. This adjustment shall be determined by mutual agreement of the parties. Pending agreement on the amount of such downward adjustment, we may deduct from Contractor billing the sum of one hundred dollars (\$50) for each occurrence per day per incident. If we fail to agree within two months after deduction, the amount actually deducted by the City shall be deemed acceptable to both parties. The City shall provide the Contractor with written notice of our intention to make such a deduction. This section shall apply to the following:

Contractor Will:

- A. Provide the number of guards required for each post and each shift as specified.
- B. Train in advance, before assignment to the premises. A substitute guard force numbering at least one-half of the total guards required by the contract will be furnished without cost to the City.
- C. Assign trained substitute guards as replacements.
- D. Avoid allowing a guard to work in excess of 12 hours per 24 hour period or 60 hours per week without written waiver from the City's representative or delegate.
- E. Provide each guard with a minimum of 24 consecutive hours off each week.
- F. Maintain complete hours of all hours of each guard assigned to the premises engaged in work for which Payment is computed on the basis of actual hours worked.
- G. Pay each guard the minimum amount specified.
- H. Produce documentation as specified in this agreement.
- I. Assign a properly dressed guard.
- J. Schedule a nonresident agency supervisor to appear for unannounced inspections during shifts agreed to and submittal of written report to Building Management
- K. Replace any guard within two (2) hour's request.
- L. Provide the training specified under the heading "Training" in this contract to guards before assignment to premises.
- M. Furnish all equipment and material necessary for the performance of services included in the contract.
- N. Provide all invoicing for normal and overtime hours; billed weekly and accompanied with a copy of the employee timesheet.

Nothing in this section shall be deemed to limit the City's rights or remedies in the event actual damage exceeds the amount withheld from billing. The City's failure at any time to require performance of the provisions of this section shall in no way affect the City's right to enforce it or subsequent occurrences. In addition to the above, the firm is required to meet all Quality Measurements and Targets.

1.14 HOURS:

City Hall

City Hall will require one (1) security guard working 4:00 P.M. - 12:00 midnight Monday through Friday. Additionally there are frequent activities in City Hall on the weekends and Holidays. A security guard is required as needed in accordance with the City's weekly calendar schedule.

Library

Operating hours for both the Main Library and the South Norwalk Branch Library are subject to change but generally may be kept within the following range: 9:00 a.m. to 9:00 p.m. Monday through Saturday and Sundays 1-5 p.m.

Working hours for security coverage will be kept to a 40 hour work week within the range above for each library building, i.e. for a maximum of 80 hours of security

coverage per week. Guard or guards hired for library service must be willing to work in either building and within the hours described above. Library Administration reserves the right to change operating hours and/or guards' working hours based on security needs with appropriate notice."

Any hours not billed within the fiscal year cannot and will not be paid once the fiscal year has ended. The fiscal year is from July 1st to June 30th. Contractor billing submitted for services in the month of June will be accepted for payment no later than July 31st.

1.15 HOLIDAYS

All security personnel shall follow their companies Holiday schedule

1.16 GENERAL GUARD INSTRUCTIONS:

Security Guard supplier certifies to the City of Norwalk that all security guards assigned to City facilities have been instructed in the following:

- A. Presenting a restrained and courteous attitude.
- B. Methods for prevention of injuries to persons and property.
- C. Avoiding the use of force unless essential for self protection.
- D. Withdrawal when a situation is clearly beyond a guard's ability to handle safely
- E. To cooperate with local law enforcement when required.
- F. Not to carry weapons.

Security guards shall conduct a minimum of one (1) walking tours throughout the site every hour at random intervals.

In each of eight categories, guards at the Norwalk City Hall and the Norwalk Public Library will be expected to perform those tasks listed below, as well as any others which may become necessary for the protection of City of Norwalk assets and/or employees.

A. PREVENTION:

1. Check all doors to ensure that those to be locked are locked.
2. Check that all entrances are locked at designated time.
3. Close & lock all windows in areas which are not occupied.
4. Secure doors to unoccupied areas and turn off lights.
5. Observe building and grounds to prevent losses.
6. Check all floors inside building on random patrols.

B. PROTECTION:

1. Prevent unauthorized entry into building.
2. Prevent unauthorized removal of property from building.
3. Protect employees and visitors from harm.
4. Maintain order.
5. Be alert for threats to life or property.
6. Prohibit loitering and unruly behavior.

C. ENFORCEMENT:

1. Insure emergency exits are clear.
2. Inform City agent and police of unusual occurrences.
3. Cooperate with all law enforcement agencies.
4. Contact law enforcement officers when required.
5. Insure compliance with established rules and regulations.
6. Check against alcoholic consumption and drug abuse.
7. Contact Police to remove unruly persons from premises.
8. Ensure all employees sign in log book at 5:00pm and upon leaving daily and on weekends.

D. DETECTION:

1. Set up alarm system in building at prescribed time.
2. Assist police in searching building interior after burglar alarm.
3. Conduct watch tours of building and grounds as prescribed.

E. EMERGENCY SERVICES:

1. Be familiar with medical emergency procedures.
2. Notify Fire Department in event of fire.
3. Put out small fires with appropriate fire extinguisher.
4. Use phone to notify proper authorities in case of emergency.
5. Instruct people where to go in case of emergency.

F. REPORTING:

1. Record all unusual occurrences in log.
2. Report all suspicious activities.
3. Report all accidents and actions taken.
4. Report all fires.
5. Report all damage to City or personal property.
6. Report all fire or safety hazards in writing.

G. INSPECTIONS:

1. Inspect all guard equipment for proper operation.
2. Insure all entrances are unobstructed.
3. Inspect lights and faucets on rounds and turn off as needed.
4. Any incident that occurs, such as those listed above, must be recorded on the daily incident report.

H. CLEANERS

1. The security guard will verify all starting and ending times. Any discrepancies will be noted in red in the sign in log and recorded on the daily incident report.
2. Ensure all night cleaning staff signs in and out of the sign in log.
3. No cleaner is permitted to sign in or out for another cleaner

1.17 QUALITY PERFORMANCE

The City of Norwalk Building Management Department will apply the following criteria on a quarterly basis to measure and rate the quality performance for services provided by the awarded firm.

Criteria

1. Post orders submitted on or before due date.
2. Completed site specific post orders no later than 60 calendar days from start of contract.
3. All fully trained backup personnel identified and submitted to management.
4. No tardiness.
5. Neatly dressed and presentable at all times while on duty.
6. Replacements are fully trained and require no coaching on site.
7. Minimum one inspection per shift every seven days.
8. No turnover during the quarter.
9. No alarm events due to security officer error.
10. All reports are detailed and accurate. Supervisor meets with building manager as needed, minimum twice per quarter to review security operations.
11. Invoices are accurate and timely.

See **Exhibit 1**, located at the back of this document, for the quarterly performance measurement and rating sheet required to be submitted to the Property Manger.

1.18 INSURANCE RIDER

- a. Contractors are requested to provide a copy of their current certificate of insurance with their proposal.
- b. The City of Norwalk and Guardian Engineering Services will require, at the time of award, that they be named as additional insured on the Commercial General Liability and Automobile Liability policy as defined in 1.18A Minimum Scope and Limit of Insurance.
- c. Please list the name and address of your insurance agent as part of the returned proposal.
- d. Note: The term “**Contractor**” shall also include their respective agents, representatives, employees or subcontractors; and the term "**City of Norwalk**" (hereinafter called the “City”) shall include their respective officers, agents, officials, employees, volunteers, boards and commissions.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or exclude the City from additional limits and coverage provided under the Contractor’s policies.

A. Minimum Scope and Limits of Insurance:

Worker's Compensation Insurance: With respect to all operations the Contractor performs the Contractor shall carry worker's compensation insurance in accordance with the requirements of the laws of the State of Connecticut. The Contractor shall carry employers liability limits of \$100,000 each accident and \$100,000 each employee by disease and \$500,000 policy limit disease.

Commercial General Liability: With respect to all operations the Contractor performs the Contractor shall carry Commercial General Liability insurance providing for a total limit of one million dollars (\$1,000,000) per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification provided under this contract. Each annual aggregate limit shall not be less than \$ 2,000,000.

Automobile Liability: With respect to any owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing one million dollars (\$1,000,000) per accident for bodily injury and property damage.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII or otherwise acceptable by the City's Risk Manager.

Subcontractors: The Contractor shall require subcontractors to provide the same "minimum scope and limits of insurance" as required herein. All Certificates of Insurance shall be provided to Corporation Counsel's office as required herein.

Aggregate Limits: Any aggregate limits must be declared to and approved by the City. It is agreed that the Contractor shall notify the City when fifty percent (50%) of the aggregate limits are eroded during the contract term. 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. The premium shall be paid by the Contractor.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retentions must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

Notice of Cancellation or Non-renewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the City.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor and his 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.

Additional Insured: The liability insurance coverage, except Workers Compensation, required for the performance of the Contract shall include the City as Additional Insured but only with respect to the Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Certificate of Insurance: As evidence of the insurance coverage required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the award of the Contract if required by the Bid document, but in all events prior to Contractor's commencement of work under this Contract. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insured's (or Loss Payees). The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring certificates shall be filed thirty (30) days prior to expiration. The City

reserves the right to require complete, certified copies of all required policies at any time. . The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to The City of Norwalk, Corporation Counsel, 125 East Avenue Norwalk, Connecticut 06851-5125.

Waiver of requirements: The Corporation Counsel may vary the requirements at Corporation Counsel's sole discretion; if Corporation Counsel determines that the City's interests will be adequately protected without meeting all stated requirements.

1.19 SAMPLE CONTRACT

“The following document is the City’s standard security services contract. The substantive terms and requirements contained herein may be revised only the approval of the Norwalk Corporation Counsel.”

AGREEMENT WITH INDEPENDENT CONTRACTOR
FOR SECURITY SERVICES
BY AND BETWEEN
CITY OF NORWALK
AND

THIS AGREEMENT made and entered into this _____ day of _____, 2010, by and between the **CITY OF NORWALK** (the CITY), acting herein by Richard A. Moccia, Its Mayor, and a corporation, authorized and licensed to do business in the State of Connecticut, having a principal place of business at _____ acting herein by _____ Its President, duly authorized, (the CONTRACTOR).

WITNESSETH:

WHEREAS, the CITY is in need of _____ (the Project); and

WHEREAS, the CITY desires to retain the services of the CONTRACTOR based on the CONTRACTOR's representations that it is qualified and capable of performing the needed services in a professional and timely manner and in accordance with the goals and requirements of the Project;

WHEREAS, CONTRACTOR has agreed to perform the services described herein for the compensation and in compliance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. ENGAGEMENT OF CONTRACTOR

A. Based on the representations of the CONTRACTOR set out in its proposal dated _____, a copy of which is attached hereto and incorporated herein as Exhibit B, the CITY hereby retains the CONTRACTOR to perform the services set forth herein in accordance with the terms and conditions and for the consideration set out in this Agreement.

B. The person in charge of administering this Agreement on behalf of the CITY shall be or such other person as it shall designate in writing.

C. The person responsible for the services to be performed by the CONTRACTOR hereunder shall be _____

2. SERVICES TO BE PERFORMED

A. The services to be performed by the CONTRACTOR under this Agreement are as described in the Request for _____ and the CONTRACTOR's Proposal dated _____, both of which are attached hereto as Exhibits A and B respectively and made a part hereof. The CONTRACTOR shall perform these services as set forth in this Agreement in a professional and timely manner, in order to meet the CITY's needs and requirements.

B. The CONTRACTOR's analysis, findings, and recommendations shall be conveyed to the CITY in written reports, or such other format as may be approved in advance by the CITY acting by the Director. In the event the CITY rejects any of the submitted materials, or any portion thereof, the CONTRACTOR shall revise such rejected work at its own cost and expense and submit the revised work for review and approval.

C. IT IS UNDERSTOOD AND AGREED that CONTRACTOR is retained solely for the purposes of the Project described herein and only to the extent set forth in this Agreement. The CONTRACTOR'S relationship to the CITY and any of its agencies shall, during the period(s) of this Agreement, be that of an independent contractor. Neither the CONTRACTOR nor any of its employees shall be considered, under the provisions of this Agreement or for any purposes hereunder, as having an "employee" status or as being entitled to participate in any benefits accrued by or given to CITY employees.

D. The CONTRACTOR shall be available to meet with the Director or his/her representatives; with other agencies, departments, commissions or officials of the CITY as appropriate; and with other entities as directed by the CITY, with regard to the services performed hereunder.

E. 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 valid only when incorporated in written amendments signed by both parties to this Agreement.

3. COMPENSATION

A. The CONTRACTOR shall be paid (at the rate of _____ . In no event shall said hours exceed _____ per week.)

The total amount to be paid CONTRACTOR for services rendered (during fiscal year _____, or during any subsequent fiscal year,) shall not exceed the sum of _____ DOLLARS (in each of such fiscal years).

B. Compensation provided under this Agreement constitutes full and complete payment for all costs assumed by the CONTRACTOR in performing this Agreement including but not limited to salaries; consultant fees; meetings, consultations and presentations; travel expenses; and all similar expenses. No direct costs shall be reimbursed by the CITY without specific prior written approval.

C. Payments to the CONTRACTOR under this Agreement shall be made by the CITY on approval of payment requisitions certified by the CONTRACTOR submitted not more often than once a week. Each requisition shall be in a form acceptable to the CITY and shall set forth the hours of work performed. The CITY may, prior to making any payment under this Agreement, require the CONTRACTOR to submit to it such additional information as it deems necessary.

D. The acceptance by the CONTRACTOR, its successors or assigns, of any payment made on the final requisition under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the CITY from any and all claims, demands and causes of action whatsoever which the CONTRACTOR, its successors or assigns have or may have against the CITY under the provisions of this Agreement.

4. **TIME PROVISIONS**

A. The CONTRACTOR shall complete the services set forth in this Agreement in full on or before

B. This Agreement shall remain in effect until the services required hereunder are completed to the satisfaction of the CITY, unless otherwise terminated by the parties hereto.

5. **GENERAL PROVISIONS**

A. The CITY may at any time, and for any reason, direct the discontinuance of the services under this Agreement for a period of time by written notice specifying the discontinuation date, which shall not be less than five (5) days from the date on which such notice is given, and the period during which the services shall be discontinued. The services shall be resumed on the dates specified in such direction, or upon such other date as the CITY may thereafter specify in writing. The period during which such services shall have been discontinued shall be deemed added to the time for performance. Stoppage of services under this paragraph shall not give rise to any claim against the CITY.

B. The CITY may at any time and for any reason, with or without cause, terminate this Agreement by written notice specifying the termination date, which shall be not less than fifteen (15) days from the date such notice is given. In the event of such termination, services shall be paid for in such amount as shall compensate the CONTRACTOR for the portion of the work satisfactorily performed prior to termination. Such amount shall be fixed by the CITY after consultation with the CONTRACTOR, and shall be subject to audit by the Comptroller. Termination under this section shall not give rise to any claim against the CITY for damages or for compensation in addition to that provided hereunder.

The CONTRACTOR may at any time and for any reason terminate this Agreement by written notice specifying the termination date, which shall be not less than thirty (30) days from the date such notice is given.

C. It is the intent of this Agreement to secure the professional services of qualified, experienced employees of the CONTRACTOR. Failure of the CONTRACTOR for any reason to make a sufficient number of such employees available to the CITY to the extent necessary to perform the services required in a skillful, professional and prompt manner shall be cause for termination of this Agreement.

D. The CONTRACTOR shall not assign this Agreement or subcontract any portion of the services to be performed hereunder without prior consent of the CITY in writing.

E. When the CITY shall have reasonable grounds for believing that:

(1) The CONTRACTOR will be unable to perform this Agreement fully, professionally, and satisfactorily within the time fixed for performance or in accordance with the terms and requirements set forth herein; or

(2) A meritorious claim exists or will exist against the CONTRACTOR or the CITY arising out of the negligent, willful or wanton acts, errors or omissions of the CONTRACTOR, its agents, servants or employees, or the CONTRACTOR's breach of any provision of this Agreement;

then the CITY may withhold payment of any amount otherwise due and payable to the CONTRACTOR hereunder. Any amount so withheld may be retained by the CITY for such period as it may deem advisable to protect the CITY against any loss, expense or damage and may, after written notice to the CONTRACTOR, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the CITY, and no person shall have any right or claim against the CITY by reason of the CITY'S failure or refusal to withhold monies. No interest shall be payable by the CITY on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the CITY.

F. The CONTRACTOR shall not assert any claim arising out of any act or omission by any agent, officer or employee of the CITY in the scope of performance of their duties in the execution or performance of this Agreement against any such agent, officer or employee. Such claims may be made against the CITY.

G. No member of the governing body of the CITY, and no other officer, employee, or agent of the CITY shall have any personal interest, direct or indirect, in this Agreement, except as permitted by the Code of Ethics of the City of Norwalk; and the CONTRACTOR covenants that no person having such interest shall be employed in the performance of this Agreement. The CONTRACTOR further covenants that he has no prior personal or business relationship with any such individuals.

H. The CONTRACTOR shall indemnify, defend and save harmless the CITY, its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including attorneys' fees, which arise out of or are claimed to be due in any way to the actions or omissions of the CONTRACTOR, its agents, servants, representatives or employees in connection with this Agreement. This provision shall include all losses, costs, and damages which the CITY may suffer as a result of any negligent, willful or wanton action or omission by the CONTRACTOR or anyone in its employ or under its control, including any agent, employee or representative. The CONTRACTOR hereby assumes and agrees to pay for the defense of all such claims, damages, demands, suits and proceedings including reasonable attorney's fees and expenses. The provisions of this paragraph shall survive the expiration or early termination of this Agreement, shall be separate and independent of any other requirement hereof, and shall not be limited by reason of any insurance coverage provided.

I. This Agreement shall be construed in accordance with the laws of the State of Connecticut, and any action or suit at law in connection herewith shall be brought in the Superior Court of the State of Connecticut, Judicial District Stamford/Norwalk.

J. The CONTRACTOR shall comply with all applicable laws, regulations, ordinances and codes of any governmental body having jurisdiction over any matter related to this Agreement or the services to be performed hereunder.

K. During the performance of this Agreement, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, physical disability, sexual orientation or national origin.

L. This Agreement incorporates all the understandings of the parties hereto and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written.

M. The CITY and the CONTRACTOR each binds itself and its successors and assigns to the other party and to its successors and assigns with respect to all covenants of this Agreement. The CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written approval of the CITY.

N. The products of the services performed under this Agreement shall become and remain the property of the CITY. This shall include all partially completed work in the event that the Agreement is terminated before completion of its term for any reason.

O. If any provision of this Agreement is held invalid, the balance of the provisions shall not be affected thereby if such provisions would then continue to conform to the requirements of applicable laws. The remaining provisions shall thereupon continue in full force and effect.

P. No change or modification of this Agreement shall be valid unless it is in writing and executed by all parties to this Agreement.

Q. The City of Norwalk's hiring practices strive to comply with all applicable federal regulations regarding employment eligibility and employment practices. Thus, all individuals and entities seeking to do work for the CITY are expected to comply with all applicable laws, governmental requirements and regulations, including the regulations of the United States Department of Justice pertaining to employment eligibility and employment practices. The CITY reserves the right at its discretion, but does not assume the obligation to require proof of valid citizenship or, in the alternative, proof of a valid green card for each person employed in the performance of work or services for the City of Norwalk. By reserving this right the CITY does not assume any obligation or responsibility to enforce or ensure compliance with the applicable laws and/or regulations.

By signing this Agreement the CONTRACTOR hereby certifies to the City of Norwalk that it is in compliance with all applicable regulations and laws governing employment practices.

Dated at Norwalk, Connecticut, the day and year first above written, and executed in four (4) counterparts.

Signed, Sealed and Delivered
in the Presence of:

CITY OF NORWALK

By: _____

Richard A. Moccia
Its Mayor
Duly Authorized

Date signed: _____

Date signed: _____

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: _____

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _____
Comptroller

Date: _____

SECTION 2 - RESPONSE FORMS

SPECIAL NOTES ON RESPONDING

ADDENDA information is available via the Express Request Line. Dial 203-854-7897 from any phone. Request document #1001. We strongly suggest that you check for any addenda a minimum of forty eight hours in advance of the proposal deadline. This service is also available over the Internet at <http://www.bid.ci.norwalk.ct.us> where the document is stored under the title of "ADDX" (where "X" corresponds with the last digit in the bid number, i.e. 1586 would be found under "ADD6").

SUMMARIES will be available any time after 5:00 PM on the day of the proposal opening via FAX. Call the Express Request Line. Dial 203-854-7897 from any phone, the document number to request will be the same as the project number indicated in the invitation for proposal. This service is also available over the Internet at <http://www.bid.ci.norwalk.ct.us> where the document is stored under the title of "SUMX" (where "X" corresponds with the last digit in the proposal number, i.e. 1586 would be found under "SUM6"). Proposal results will not be provided over the phone.

AWARD NOTIFICATION Awards will be indicated on the proposal summary document which can be accessed as indicated above. Regret letters will not be mailed out.

BUSINESSES WITHOUT FAX EQUIPMENT or Internet access may contact the Purchasing Department at 203-854-7712 for this information.

2.1 FORM OF PROPOSALS:

All proposals must include the following:

A. A resume of company accomplishments and abilities in the various fields involved in this project.

B. An outline of services to be rendered including delegation of responsibilities of key personnel.

C. Names of key personnel assigned for term of contract; a description (resume) of applicable background of these personnel.

D. A Commitment to give notice to the City of any changes in key personnel as outlined in item C above, and City's option to reject such candidate.

E. Attach a list of comparable projects you have completed within the past four years giving the following information for each.

F. A lump sum figure based on fifty two weeks at forty (40) hours per week (including company holidays) as well as hourly billing and overtime billing rates as indicated on the response forms. Attach a company holiday schedule.

You may include any additional information which demonstrates your qualification for this work.

Proposals are to be submitted Original plus (six (6) copies) to
Norwalk City Hall
Purchasing Department, Room 103,
125 East Avenue P.O. Box 5125
Norwalk, Connecticut 06856-5125

2.2 PRICING RESPONSE FORM #2950

Vendor Name -		
Address -		
Phone -	Fax -	Email -
Manager -		Fed ID#

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project sites and has satisfied themselves as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

It is further understood and agreed that all information included in, attached to, or required by the Request for Proposal shall be public record upon delivery to the City.

PROPOSAL PRICING

1. City Hall

A	PROPOSAL LUMP SUM 07/1/10 – 06/30/11	\$
	Lump Sum in Writing	.
B	PROPOSAL LUMP SUM 07/01/11-06/30/12	\$
	Lump Sum in Writing	.
C	PROPOSAL LUMP SUM 07/01/12-06/30/13	\$
	Lump Sum in Writing	.
D	PROPOSAL LUMP SUM 07/01/13-06/30/14	\$
	Lump Sum in Writing	.
E	PROPOSAL LUMP SUM 07/01/14-06/30/15	\$
	Lump Sum in Writing	.

2. Library

A	PROPOSAL LUMP SUM 07/1/10 – 06/30/11	\$
	Lump Sum in Writing	.
B	PROPOSAL LUMP SUM 07/01/11-06/30/12	\$
	Lump Sum in Writing	.
C	PROPOSAL LUMP SUM 07/01/12-06/30/13	\$
	Lump Sum in Writing	.
D	PROPOSAL LUMP SUM 07/01/13-06/30/14	\$
	Lump Sum in Writing	.
E	PROPOSAL LUMP SUM 07/01/14-06/30/15	\$
	Lump Sum in Writing	.

3. Indicate hourly labor rates for services provided outside the scope of the contract below:

A. 07/01/10– 06/30/11

Time	City Hall Billing Rate	Library Billing Rate	Hours that rate applies
Week Days	\$_____hr.	\$_____hr.	.
Saturday/Sunday	\$_____hr.	\$_____hr.	.
Company Holidays	\$_____hr.	\$_____hr.	.

B. 07/01/11 – 06/30/12

Time	City Hall Billing Rate	Library Billing Rate	Hours that rate applies
Week Days	\$_____hr.	\$_____hr.	.
Saturday/Sunday	\$_____hr.	\$_____hr.	.
Company Holidays	\$_____hr.	\$_____hr.	.

C. 07/01/12 – 06/30/13

Time	City Hall Billing Rate	Library Billing Rate	Hours that rate applies
Week Days	\$_____hr.	\$_____hr.	.
Saturday/Sunday	\$_____hr.	\$_____hr.	.
Company Holidays	\$_____hr.	\$_____hr.	.

D. 07/01/13 - 06/30/14

Time	City Hall Billing Rate	Library Billing Rate	Hours that rate applies
Week Days	\$_____hr.	\$_____hr.	.
Saturday/Sunday	\$_____hr.	\$_____hr.	.
Holidays	\$_____hr.	\$_____hr.	.

E. 07/01/14 – 06/30/15

Time	City Hall Billing Rate	Library Billing Rate	Hours that rate applies
Week Days	\$_____hr.	\$_____hr.	.
Saturday/Sunday	\$_____hr.	\$_____hr.	.
Holidays	\$_____hr.	\$_____hr.	.

Submitted by -		
Authorized Agent of Company (name and title)		Date

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	.	Dated	.	Addendum #	.	Dated	.
Addendum #	.	Dated	.	Addendum #	.	Dated	.

1.2 STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1. Number of years in business -

2. Number of personnel employed Pt.time - _____, Full - _____,

3. List six contracts of this type/size your firm has completed within the last three years:

Project	Date	Contact Person	Phone No.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.

4. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)	<input type="checkbox"/>	general partnership
	<input type="checkbox"/>	limited partnership
	<input type="checkbox"/>	limited liability corporation
	<input type="checkbox"/>	limited liability partnership,
	<input type="checkbox"/>	corporation doing business under a trade name
	<input type="checkbox"/>	individual doing business under a trade name
	<input type="checkbox"/>	other (specify)

5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	<u>Connecticut corporations</u> - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes	No
		.	.
	<u>Out-of -State corporations</u> - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	Yes	No
		.	.

6. Is your local organization an affiliate of a parent company? If so, Indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:

Business Name	.				
Address	.				
City	.	State	.	Zip	.
Name of Agent	.				

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

7. Your company may be asked to submit the following information relative to your company's financial statements prior to receiving an award. This information will not be part of the public bidding record and will remain confidential.

All information should be supported with appropriate audited financials.

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

8. SUBCONTRACTORS: If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential.

Additional information may be requested subsequent to your responding to this bid request.

END OF SECTION

SECTION 3 - GENERAL INFORMATION

NOTE: SECTION 3 _ GENERAL INFORMATION contains the City's Standard Terms and Conditions. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 011205 or later on file you may obtain a copy over the Internet at <http://www.bid.ci.norwalk.ct.us/html/terms.htm> . Adobe Acrobat reader is required to view this document. If you do not have this software you may down load it for free from Adobe. A link to the Adobe site is provided. Request document number 1002.

NOTE: SECTION 4 – LIVING ORDINANCE

LIVING WAGE ORDINANCE

GENERAL INFORMATION

Rev. 010609, Express Request Doc. #1019

NOTE: SECTION 5 contains information concerning City's Living Wage Ordinance. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 010609 or later on file you may download a copy from the Terms and Conditions section of our website at <http://www.bid.ci.norwalk.ct.us/1019.pdf> Document number **1019**

EXHIBIT 1

QUARTERLY QUALITY PERFORMANCE MEASUREMENT AND RATING	Quality Target	
Measurements	Met	Not Met
Site specific post orders submitted 30 calendar days prior to start of contract for review and comment		
FINAL site specific post orders completed and submitted by startup date		
Identify all backup personnel fully trained for this account		
Tardiness during the month		
Dress code		
Replacement(s) fully trained		
Supervisors inspections and reporting(weekly)		
No personnel turnover for Quarter		
Failure to secure building properly		
Report writing detailed and accurate (who, what, where, when, how)		
Invoices accurately prepared and submitted weekly with required backup documentation		