



Purchasing Department
Finance Group

April 20, 2010

The City of Norwalk is soliciting proposals from qualified firms to provide comprehensive **PROMOTIONAL EXAMINATIONS – POLICE DEPARTMENT (Sergeant, Lieutenant, & Captain)**. Your firm is invited to provide a proposal for these services. Following are the requirements that specifically apply to this project.

| | | |
|---|----------------|-----------------------------------|
| REQUEST FOR: PROMOTIONAL EXAMINATIONS – POLICE DEPARTMENT (Sergeant, Lieutenant, & Captain) | | |
| PROJECT NUMBER | 2952 | Document length - 23 pages |
| DUE DATE | 2:00 PM | May 11, 2010 |

Candidates will be required to provide:

1. Copies of current certifications as applicable.
2. Insurance Requirements (see Sect. 3.5).

All questions must be directed, in writing, via e-mail to David Carroll, Purchasing Officer, dcarroll@norwalkct.org, or via fax (203) 854-7817. The deadline for the submission of questions is 5:00 pm, May 4, 2010.

RFP DOCUMENTS are available upon receipt of this invitation (if not attached) over the Internet at <http://www.bid.ci.norwalk.ct.us>. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe. A link to the Adobe site is provided at the bottom of the Internet bid page. This service is also available 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.

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 bid 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

1.1 PURPOSE

The City of Norwalk Department of Police Services seeks to contract an appropriate and qualified professional consultant to develop, validate, administer and score examinations for the purpose of assisting the City in selecting individuals for the positions of **Police Sergeant, Lieutenant, and Captain**.

A written and oral examination will be administered to candidates for said positions, and will be administered at Norwalk, Connecticut, in facilities provided by the City. Examinations will be held on a date to be determined after the award of this proposal, which is tentatively planned for approximately October 2010.

Please note: It is the intention of the City of Norwalk to conduct examinations for the three ranks described within this specification, but it is possible that examinations may be contracted and administered for two, or one, of the positions listed. Please provide your cost options for the examinations with this information in mind.

1.2 SCOPE OF SERVICES

1. The Contractor shall conduct a thorough and complete analysis of the tasks now being performed by the **Sergeants, Lieutenants, and Captains** of the Norwalk Department of Police Services, and shall consult with supervisory and command level personnel to determine the skills, knowledge and abilities that are reported as being necessary for the successful performance of the duties of the positions. This analysis should include inspection of written policies and/or procedures of the Norwalk Police Department, which apply to the positions stated. The Police Department will provide the successful bidder with copies of these documents for their inspection and use in development of test questions. The Contractor will utilize the aforementioned analysis and consultation in the development of its examination questions.
2. The Contractor will, to the best of his or her ability, provide that each of the questions on the examination, as well as the balance and totality of the questions, shall be wholly without cultural, racial or sexual bias, and shall be entirely neutral with respect to race, color, sex, national origin and religion. The examination questions, each, shall bear a demonstrable relationship to the ability to perform the duties of said positions in the Norwalk Department of Police Services.
3. The Contractor will, to the best of their ability, insure that each of the questions and the balance and totality of the questions, on the said examination for said position, be "Job related" and will not have a "Disparate impact" upon candidates who are members of protected groups.

4. A written set of administrative procedures including, but not limited to proctoring, scoring, statistical analysis of the examination questions and booklets, including general methodology utilized in the examination questions development, will be provided.
5. The Contractor shall provide to the City within five (5) days of request by the City a bibliography of books and study materials that can be used by the candidates in preparing for the examination. The City may select a list of reading and study material from the information provided by the awarded firm, or, the City may select a list of reading and study material from other sources. Either way, the City shall have final say in choosing the final materials, reading and study material, to be used for the examinations. The said list of study materials shall be provided to the City not less than forty-five (45) days prior to the administration of each test.
6. Consultant will provide all details of the written exam administration, including administration of the written test, instructions to candidates, all necessary test supplies, supervision, distribution and collection of all exam materials and appropriate number of test monitors. (One or more Police/Personnel Department Officials are encouraged to be present.) The Contractor will develop a written examination of multiple choice, fill-in the blank, or true-false questions.
7. The Contractor will score the written examination and the Test/Item Analysis completed within ten (10) days of the administration of the test. The Contractor shall collect and analyze all candidate's comments (Collected using the Contractors Candidate Comment Sheet) within ten (10) days of the test's administration
8. The oral examination will be prepared with the assistance of the Contractor along with oral examination rating sheets. The Norwalk Police Department will provide the examiners and exam site.
9. Based on the results of the examination, the Contractor will submit the following to the City:
 - a) No later that ten (10) days after the administration of the examination, the Contractor will submit to the City the following two (2) lists:
 1. A list of candidates by identification number who received a grade of seventy (70) or greater; scores of passing candidates will not be distributed at this time.
 2. A list of candidates by identification number with their exact grades for those who received a grade of sixty-nine (69) or less.

- b) At a later time and on written request of the City, the Contractor will submit within seven (7) days of receipt of said request a rank list of all of the said candidates, together with their final scores, respectively, raw score total and by examination subdivision, for all candidates to whom the said examination was administered. The Contractor shall submit two (2) certified copies of the said examination results.
10. The Contractor under seal shall retain the examination booklets and all copies of the examination distributed to the candidates for not less than three (3) years.
 11. The City will receive and hold confidential any and all reports, recommendations and other materials, and the contents thereof, furnished to the City by the Contractor in the performance of the agreement. Neither the City nor the Contractor will disclose, distribute or release to any person or organization, except designated City officials, employees or agents, or designated employees or agents of the Contractor or upon order of court of law or Freedom of Information Commission, any and all reports, recommendations and other materials, and the contents thereof furnished to the City by the Contractor in the performance of the agreement.
 12. The City will indemnify and hold harmless the Contractor from all claims, demands and suits that may be brought or filed against the Contractor by anyone as a result of the distribution by the City to third persons of any reports or recommendations furnished to it by the Contractor.
 13. In the event of legal challenge to supply test materials or administration, the Contractor will be responsible for the following:
 - a. Furnish any available background documentation needed to evaluate the test material.
 - b. Make staff available to participate in providing testimony, if required, at a billable rate to be determined as a result of this proposal.
 14. It is the intent of the agreement to secure the personal services of the Contractor or duly authorized and competent representative of the Contractor acceptable to the City. Failure of the Contractor for any reason to make the personal service of such a person available to the City to the extent necessary to perform the services required skillfully and promptly shall be cause for the termination of the agreement.
 15. If the Contractor has been delayed and as a result will be unable in the opinion of the City, to complete performance fully and satisfactorily within the time allowed therefore, the Contractor upon submission of evidence of the cause of the delay, satisfactory to the City, shall in the discretion of the City be granted an extension

of time for performance equal to the period that the Contractor was actually and necessarily delayed.

16. The acceptance by the Contractor, its successor or assigns, of any payment made on the final requisition under the agreement, or of any final payment due on termination of the 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 the agreement.
17. The Contractor shall require each personal service subcontractor to agree in its contract not to make any claims against the City, its officers, agents or employees by reason of such agreement, or by reason of any act or omission of the Contractor.
18. NOTE: The test must meet validation requirements by one of the following methods:
 - A. Construct validity
 - B. Criterion validity
 - C. Content validity

1.3 CRITERIA FOR AWARD

The City of Norwalk and/or its representatives in determining an award for the Police Promotional Examinations will consider the following criteria:

1. Experience with promotional examinations for municipal police departments.
2. Experience with similar projects within the State of Connecticut.
3. Proposed timeline for the project and its various components.
4. Ability to administer written the examinations to candidates by the dates listed in the Project Specifications
5. Cost of the examinations.
6. Ability to provide performance, labor, and materials bond for 100% of the project, and meet insurance requirements as described in Section 3.5 of the proposal.
7. The examinations meet validation requirements by one of the following methods:
 - A. Construct validity
 - B. Criterion validity
 - C. Content validity

1.4 SAMPLE CONTRACT

The following document is a sample of an Independent Contractor for Consultant Services contract produced by the City of Norwalk's Corporation Counsel. Please be advised that this document is not the actual agreement that will be developed for Project #2952.

AGREEMENT FOR CONSULTANT SERVICES
BY AND BETWEEN CITY OF NORWALK
AND

AGREEMENT FOR SERVICES

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 _____ (the CONTRACTOR), whose principal office is located at _____.

W I T N E S S E T H:

WHEREAS, the CITY wishes to hire a _____ to perform _____ services for _____, and to prepare _____ pursuant to applicable state and federal laws and regulations; and

WHEREAS, based on the CONTRACTOR's representations to the CITY regarding its qualifications, experience and competency, the CITY desires to retain the services of the CONTRACTOR to perform the needed _____ services and to prepare the necessary _____;

WHEREAS, the CONTRACTOR agrees to perform the services needed by the CITY in a professional and timely manner and in accordance 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. The CITY hereby employs the CONTRACTOR to perform the _____ services described herein in accordance with the requirements of _____, and to produce any _____ and reports in connection therewith that may be required by state or federal laws and/or regulations.

The CONTRACTOR hereby represents that it is qualified as an _____ to perform the professional services described herein in accordance with generally accepted _____ standards as defined by _____. The CONTRACTOR agrees to perform such services in accordance with the terms and conditions and for the consideration set forth herein.

B. The person in charge of administering this Agreement on behalf of the CITY shall be Thomas Hamilton, Finance Director, or such other person as may be designated in writing.

C. The person responsible for the services to be rendered on behalf of the CONTRACTOR shall be _____, or such other qualified person as is designated in writing by the CONTRACTOR and accepted by the CITY.

2. SERVICES TO BE PERFORMED

A. The CONTRACTOR agrees to perform all services necessary to _____ for the CITY and to prepare a _____. Such services are generally outlined in the Request for Proposals published by the CITY for Project Number _____, and dated _____, together with the CONTRACTOR's Proposal Response, which are attached hereto as Exhibits A and B respectively and incorporated herein. The terms and provisions of the foregoing documents shall be construed as supplementing each other and the terms and intent of this Agreement.

The CITY may, from time to time, request changes in the scope of services to be performed hereunder. Such changes, including any resulting 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 to this Agreement signed by both parties.

The CONTRACTOR's services shall comply in all respects with all applicable laws, regulations, standards and requirements related to municipal practices.

B. The CONTRACTOR's analysis, findings, and recommendations shall be conveyed to the CITY in written reports prepared in accordance with the principles and standards for municipal _____ reports set out in the _____, as the same may be amended from time to time. Upon completion of such reports, the CONTRACTOR shall file certified copies of the same with the CITY.

The CONTRACTOR shall preserve all of its working papers employed in the performance of its services and preparation of _____ for a period of _____ years from the date it files the certified copy of such reports with the _____. Such working papers shall also be available at the CONTRACTOR's office or place of business during usual business hours throughout the _____ period, upon request and reasonable notice from _____, for inspection by the _____ or an authorized representative.

C. The CONTRACTOR shall be available to meet with Kenneth Whitman, Tax Assessor, or his representatives; with other agencies, departments or officials of the CITY as appropriate; and with other entities as directed by the CITY, with regard to the services performed hereunder.

3. **COMPENSATION**

A. The CONTRACTOR shall be compensated for its services in the amount of _____ (\$_____) based on its standard hourly rates plus out-of-pocket expenses as set forth in Exhibit B with a total amount of compensation to be paid CONTRACTOR for the services to be provided under this Agreement, not to exceed the sum of _____ (\$_____). The total compensation provided for herein shall not exceed this maximum amount without a written amendment to this Agreement authorized by the Norwalk Common Council and signed by both parties.

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; costs of materials and supplies; printing and reproduction; attendance at meetings, consultations and presentations; clerical costs; travel expenses; postage; telephone; and all similar expenses. No direct costs shall be reimbursed by the CITY without specific prior written approval of the CITY prior to their expenditure and, in any event, payment of such expenses shall not exceed the maximum compensation amount pursuant to the terms of Paragraph A above.

C. Payments to the CONTRACTOR under this Agreement shall be made by the CITY on approval of payment requisitions certified by a principal of the CONTRACTOR. Each requisition shall be in a form acceptable to the CITY and shall identify the work performed and completed, as appropriate, and the compensation due the CONTRACTOR. The CITY may, prior to making any payment under this Agreement,

require the CONTRACTOR to submit to it such additional information with respect to the CONTRACTOR's costs 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 hereof, shall constitute a full and complete release of the CITY, its agents and employees, 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 or in connection with this Agreement.

4. **TIME PROVISIONS**

A. The CONTRACTOR shall complete the services set forth in this Agreement in accordance with a schedule established by the Tax Assessor. Notwithstanding the foregoing, this Agreement shall remain in effect until the services required hereunder are completed in accordance with the terms herein, unless otherwise terminated by either party.

B. If the CONTRACTOR's performance has been delayed and, as a result, will be unable to be timely completed, fully and satisfactorily and in compliance with such deadlines, the CONTRACTOR shall be responsible for filing a proper request for an extension of time. If the cause of such delay is in no part due to or caused by the actions, omissions or fault of the CONTRACTOR, or its agents, servants, partners or employees, then the CONTRACTOR shall be entitled to additional compensation, as mutually agreed to by the parties, to remunerate the CONTRACTOR for any additional services required as a result of such an extension. To the extent that such delay is due to any extent to the actions, omissions or fault of the CONTRACTOR, its agents, servants, partners or employees, the CONTRACTOR shall not be entitled to additional compensation for the services required in connection with the extension and the CONTRACTOR agrees that it shall make no claims for damages for any delays or hindrances from any cause whatsoever.

It is understood and agreed that permitting the CONTRACTOR to complete the services or any part thereof after the date of completion stated in this Agreement, or after the date to which the time of completion may have been extended, shall in no way operate as a waiver by the CITY of any of its rights herein or at law.

5. **INSURANCE**

The CONTRACTOR shall take out and maintain during the life of this Agreement insurance coverage in compliance with the requirements set out in

_____.

All insurance shall be provided by a company or companies authorized to do business in the State of Connecticut. Before commencing the work, the CONTRACTOR shall furnish the CITY a certificate of insurance, and shall thereafter provide renewal

certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the CITY. Such certificate and renewal certificates shall provide for a notice of cancellation, lapse or restrictive amendment by certified or registered mail at least thirty (30) days prior thereto and shall have attached a photocopy of the license(s) issued to the agent writing such insurance by the company or companies providing the insurance coverage under the certificate. If such insurance is written on a "claims made" basis then such insurance shall be kept in full force and effect for three (3) years after final payment to the CONTRACTOR.

All insurance shall be taken out and maintained at no cost or expense to the CITY and the CONTRACTOR shall be responsible for the full amount of any deductible.

The insurance requirements stated herein, including, but not limited to, the additional insured requirement, are separate and independent of any other requirement of this written Agreement.

6. STANDARDS OF PERFORMANCE

The CONTRACTOR shall perform its services in a satisfactory manner in compliance with all the applicable laws, regulations, standards, principles and requirements including all applicable state and federal requirements and standards, and generally accepted government standards as may prevail from time to time.

7. INDEMNIFICATION

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, in any way arising out of, relating to or in connection with the performance of or failure to perform this Agreement. This provision shall include all losses, costs, and damages which the CITY may suffer as a result of any negligent supervision of services by the CONTRACTOR. The CONTRACTOR hereby assumes and agrees to pay for the defense of all such claims, damages, demands, suits and proceedings. The provisions of this paragraph shall survive the expiration or termination of this Agreement; shall not be limited by reason of any insurance coverage provided hereunder or the limits of any insurance requirements; and shall be separate and independent of any other requirement of this Agreement.

8. GENERAL PROVISIONS

A. The CITY may at any time, and for any reason, direct the discontinuance of the services contemplated under this Agreement for a period of time. Such direction shall be in writing and shall specify 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 article 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 seven (7) 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 services 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 resign from performance of this Agreement if obligated to do so by any term or requirement set out in the Connecticut General Statutes or the applicable provisions of the professional standards of the Connecticut State Board of Accountancy or the American Institute of Certified Public Accountants. Prior to resigning, the CONTRACTOR shall provide the Comptroller with written notice of its intention, setting out the reasons for the same in detail and specifying the effective date of its intended resignation, which shall not be less than forty-five (45) days from the date of the Comptroller's receipt of such notice. The CONTRACTOR shall make every effort to assist and cooperate with the CITY in obtaining a competent replacement for it and shall perform all services necessary and reasonably desirable in order to assist the CITY in meeting all applicable time schedules and audit deadlines or to obtain a proper extension of the same, as may be in the best interests of the CITY as determined by its Comptroller.

In the event of such termination or resignation, the CONTRACTOR's services shall be paid for in such amount as shall compensate the CONTRACTOR for the portion of the work satisfactorily performed. This compensation amount shall be fixed by mutual agreement of the CITY and the CONTRACTOR, and shall be subject to audit by the Comptroller. In such event the CONTRACTOR shall provide its successor with access to all documents, information and other working papers that may have been used or drawn up in connection with and as part of the performance of the auditing services hereunder, in accordance with the applicable professional standards, and based on mutually agreeable terms and conditions as set by and between the CITY and the CONTRACTOR. Termination under this section or the CONTRACTOR's resignation shall not give rise to any claim against the CITY for damages or for compensation in addition to that provided hereunder.

C. It is the intent of this Agreement to secure the personal services of _____, and duly authorized and competent employees and representatives of the CONTRACTOR reasonably acceptable to the CITY. Failure of the CONTRACTOR for any reason to make the services of such persons available to the CITY to the extent necessary to perform the services required in a professional, skillful and timely manner shall be cause for termination of this Agreement. All persons engaged in the work

required under this Agreement shall be authorized or permitted under State law to perform such services, as required by law.

D. The CONTRACTOR shall not assign or subcontract this Agreement or any of the services to be performed by it hereunder without prior consent of the CITY in writing. Any assignment or subcontracting in violation hereof shall be void and unenforceable. The CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of its subcontractors as it is for the acts and omissions of people directly employed by it. The CONTRACTOR shall require any subcontractor approved by the CITY to agree in a written contract to observe and be bound by all obligations and conditions of this Agreement to which CONTRACTOR is bound.

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

- (1) The CONTRACTOR will be unable to perform this Agreement fully and satisfactorily within the time fixed for performance; 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 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 against the CITY 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 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.

H. This Agreement shall be construed in accordance with the laws of the State of Connecticut, and any action at law in connection herewith shall be brought in any of the courts located in the State of Connecticut, Judicial District of Stamford/Norwalk.

I. The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the State of Connecticut, the Federal Government, and the City of Norwalk.

J. 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, gender, physical disability, sexual orientation or national origin.

K. 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.

L. All reports prepared and information collected under this Agreement and all data generated in the process of performing the services required, shall be and remain the property of the CITY.

M. In the event the CITY determines that there has been a material breach by the CONTRACTOR of any of the terms of this Agreement, the CITY has the right, power and authority to terminate this Agreement and to complete the services or any part thereof without consultation with the CONTRACTOR, and the CONTRACTOR shall be obligated to pay the CITY for any losses, damages, costs and expenses, including attorneys' fees, sustained or incurred thereby. For the purpose of such completion the CITY may, for itself or for any of its Consultants, take possession of and use or cause to be used any and all documents, information and files or other items that may have been used or compiled in connection with the performance of this Agreement. This right is in addition to any other right or remedy the CITY may otherwise have.

All costs, expenses, losses, damages, attorneys' fees, and any and all other charges incurred by the CITY under this section shall be charged to the CONTRACTOR and deducted and/or paid by the CITY out of any monies due, payable or to become due or payable under this Agreement to the CONTRACTOR. In completing the services to be performed hereunder, the CITY shall not be required to pursue the least costly means but is entitled to engage those services it reasonably believes to be in its best interests. If such costs exceed the sum due or to become due to the CONTRACTOR, the CONTRACTOR shall pay the excess costs to the CITY.

N. Each and every provision and clause required by law to be inserted in this Agreement shall be deemed to be inserted and the Agreement shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any provision is not inserted or is not correctly inserted then, upon the written consent of the parties, this Agreement shall forthwith be physically amended to make such insertion.

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

P. All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the CITY:

Thomas Hamilton, Finance Director
City Hall
P. O. Box 5125
Norwalk, Connecticut 06856-5125

With a Copy to:

Corporation Counsel
City of Norwalk
City Hall, P. O. Box 798
Norwalk, Connecticut 06856-0798

To the CONTRACTOR:

Notices shall be deemed to have been duly given, delivered or served either upon personal delivery or three (3) days following the date when the same are sent by registered mail with proper postage.

Q. 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.

R. If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement 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.

S. The CONTRACTOR represents to the City as follows:

That it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder; and

That this Agreement is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the CONTRACTOR hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

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

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _____

By: _____
Comptroller

Date: _____

SECTION 2 _ RESPONSE FORMS

SPECIAL NOTES ON RESPONDING

ADDENDA information is available over the Internet at <http://www.bid.ci.norwalk.ct.us/> <http://www.bid.ci.norwalk.ct.us/html/add.htm> Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe. A link to the Adobe site is provided at the bottom of the internet bid page. This service is also available via FAX. Dial 203_854_7897 from any phone to access the Purchasing Department's Express Request Line. Request document #1001. **We strongly suggest that you check for any addenda a minimum of forty-eight hours in advance of the bid deadline.**

SUMMARIES will be available any time after 5:00 PM on the day of the bid opening over the Internet at <http://www.bid.ci.norwalk.ct.us/html/sum.htm> . This service is also available 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 in the invitation to bid. Bid results will not be provided over the phone.

AWARD NOTIFICATION will be issued by mail.

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

BID RESPONSES are to be delivered to:

City of Norwalk Purchasing Department
125 East Avenue
P.O. Box 5125
Norwalk, CT. 06856-5125

See **Section 3** for information on delivering bids by fax.

ATTACH DETAILED PROPOSAL & SUBMIT SIX (6) COPIES OF YOUR PROPOSAL PACKAGE

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.

Name of Company/Municipality

Address

Name and telephone number of contact person.

Project Scope.

Budgeted Project Cost and Final Project Cost (state reasons for any substantial difference)

- F. Hourly and per diem rates for consultant services in each discipline, as well as willingness to negotiate lump sum cost for all services.

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

All interested in this project must be available for interviews.

Proposals are to be submitted (six copies) to:

Norwalk City Hall, Purchasing Department, 125 East Avenue P.O. Box 5125, Norwalk,
Connecticut 06856_5125

2.2 PRICING RESPONSE FORM #2952

| | | |
|----------------------|--------------|-------------------------|
| Vendor Name - | | |
| Address - | | City, State, Zip |
| Phone - | Fax - | Email - |
| Manager - | | Fed ID# |

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project site and has satisfied him 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.

1. Sergeant Examination

| | | |
|------------------|----------------------------|-----------|
| a. | <i>Written Exam</i> | \$ |
| b. | <i>Oral Exam</i> | \$ |
| Total Sum | | \$ |

2. Lieutenant Examination

| | | |
|------------------|----------------------------|-----------|
| a. | <i>Written Exam</i> | \$ |
| b. | <i>Oral Exam</i> | \$ |
| Total Sum | | \$ |

3. Captain Examination

| | | |
|------------------|----------------------------|-----------|
| a. | <i>Written Exam</i> | \$ |
| b. | <i>Oral Exam</i> | \$ |
| Total Sum | | \$ |

4. TOTAL COST

| | |
|--|-----------|
| Total Sums from above: (1. Sergeant Examination, 2. Lieutenant, 3. Examination) | \$ |
|--|-----------|

| | |
|-------------------|--|
| Completion Time - | _____ Calendar days after contract signing |
|-------------------|--|

| | |
|------------------------|--|
| Insurance Agency Name: | |
| Agency Address: | |
| | |
| Contact: | |
| Telephone: | |

| | | | |
|--------------------|--|-----------|------|
| Submitted by: - | Authorized Agent of Company (Please print name and title) | Signature | 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 #1, Dated - | | Addendum #2, Dated - | |
| Addendum #3, Dated - | | Addendum #4, Dated - | |

ATTACH DETAILED PROPOSAL & SUBMIT SIX (6) COPIES OF YOUR PROPOSAL PACKAGE

2.3 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 Part-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) | . | general partnership | | |
| | . | limited partnership | | |
| | . | limited liability corporation | | |
| | . | limited liability partnership, | | |
| | . | corporation doing business under a trade name | | |
| | . | individual doing business under a trade name | | |
| | . | 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 | Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening? | | Yes | No |
| | Out-of-State corporations - Do you have a | | . | . |
| | | Yes | No | |

| | | | |
|---|--|--|--|
| standing or has the entity been withdrawn or canceled | 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.) | | |
|---|--|--|--|

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. Submit the following information relative to your company's financial statements. This information must represent the current circumstance that surrounds the financial position of the bidding organization. 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 on a separate sheet. Also indicate portion or section of work subcontractor will be performing. 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.

SECTION 3

**GENERAL INFORMATION, TERMS AND CONDITIONS
FOR
MISCELLANEOUS SERVICES & EQUIPMENT PURCHASES**

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