



Purchasing Department
Finance Group

December 7, 2011

INVITATION TO BID

The City of Norwalk is soliciting bids for the supply and installation of an EDPAC air conditioning unit for Norwalk Public Schools, Information Technology Department, Data Center Facility. The scope of work generally involves the removal and replacement of an existing EDPAC air conditioning unit. The budget estimate for this project is approximately \$17,000.00 dollars. Below is an outline of some of the requirements which apply specifically to this project. The requirements of these services are discussed in greater detail under Section 2 – Project Specifications.

PROJECT NUMBER:	3121
DEADLINE :	2:00 PM, December 28, 2011
BID TITLE :	AIR CONDITIONING UNIT – NPS – IT DEPARTMENT - DATA CENTER AREA - 3RD FL. – SUPPLIED & INSTALLED
SITE LOCATION:	Norwalk City Hall 125 East Avenue Norwalk, Connecticut 06851

Candidates shall be required to provide:

- Construction shall commence within twenty-eight (28) calendar days of the contract award date. Substantial project completion shall be within fifty-six (56) calendar days of the contract award date.
- Contractors shall obtain and pay for all required permit(s) for this project. Permits fees are **NOT** waived for this project.
- Copies of current certifications as applicable.

A PRE-BID CONFERENCE will commence at 10:00am, Wednesday, December 14, 2011, commencing in conference room 101, Norwalk City Hall, 125 East Avenue, Norwalk, Connecticut 06851.

All questions regarding this Bid must be directed in writing to, **Gerald J. Foley, Purchasing Agent**, via e-mail or fax number (203) 854-7817. The deadline for submission of questions is 2:00PM, December 21, 2011.

Bid DOCUMENTS are available upon receipt of this invitation (if not attached) over the Internet at <http://www.norwalkct.org> 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 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.

BIDDER LISTS will not be published.

ADDENDAS, if issued, will be available over the Internet at <http://www.norwalkct.org> It is the responsibility of the bidders to verify the issuance of any addenda. We strongly suggest that you check for any addenda a minimum of forty eight hours in advance of the bid deadline.

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 documents, along with your detailed proposal, to the Purchasing Department by the due date. We would appreciate the courtesy of promptly advising us if you do not intend to respond. To properly maintain our records those firms who do not respond may be removed from our vendor records.

Gerald J. Foley
Purchasing Agent
(Ph) 203-854-7712, (Fax) 203-854-7817, E-mail – gfoley@norwalkct.org

SECTION 1 – RESPONSE INFORMATION

SPECIAL NOTES ON RESPONDING:

ADDENDAS, if issued, will be available over the Internet at <http://www.norwalkct.org>. 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. 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.norwalkct.org>. 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: [One (1) Original plus six (6) copies] are to be delivered to:

City of Norwalk
Purchasing Department
Room 103
125 East Avenue
P.O. Box 5125
Norwalk, CT 06856-5125

See Section 3 for information on delivering bids by fax.

1.1 Response Form - # 3121 – Air Conditioning Unit – NPS –IT Department – Data Center

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 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.

A. SUPPLY & INSTALL – AIR CONDITIONING UNIT – NPS – IT DEPT. DATA CENTER

Total Lump Sum Bid Price	\$
Total Lump Sum Bid Price in Words	

Manufacturer		Model	
Manufacturer		Model	

Warranty – Include with your submission a copy of the manufacturer’s warranty, terms & conditions that would apply to these units.

After Installation Services – Include with your submission any after-installation services and or maintenance that your Company is capable and willing to provide for the City for potential future maintenance and repair of the units.

Exceptions: No / Yes (if Yes, include a copy of the procurement specifications and detail any exceptions on the specification document.)

Insurance Agency Name -		Tel.-	
Agency Address -			

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	

Vendor Name -

1.2 STATEMENT OF BIDDERS 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 projects 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

Vendor Name -

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. The awarded contractor may be required to submit one copy of the following information relative to its company's financial statements prior to contract signing. This information must represent the current circumstance which surrounds the financial position of the bidding organization. Note: This information will be kept confidential if provided in a separate envelop from your bid pricing.

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

1.3 Insurance Coverage Requirements

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. The Contractor will be responsible for its vessels and equipment.

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

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 preclude the City from requiring additional limits and coverage to be provided under the Contractor's policies.

A. Minimum Scope and Limits of Insurance:

Workers' Compensation insurance: With respect to all operations the Contractor performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of One Hundred Thousand Dollars (\$100,000.00) coverage for each accident, One Hundred Thousand Dollars (\$100,000.00) coverage for each employee by disease, Five Hundred Thousand (\$500,000.00) policy limit coverage for disease.

Commercial General Liability: With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00) coverage per accident for bodily injury and property damage.

Environmental Liability: If applicable based on the Contractor's Scope of Work, the Contractor is required to provide environmental and remediation insurance in the amount of Five Million Dollars (\$5,000,000.00) per claim limit and Five Million Dollar (\$5,000,000.00) aggregate limit per occurrence. The policy shall be written on a follow form coverage wording to its underlying Schedule of insurance.

Errors and Omissions/Professional Liability: With respect to any damage caused by an error, omission or any negligent or wrongful act of the Contractor or any subcontractor or subconsultant in connection with any professional services performed under this Agreement the Contractor shall carry One Million Dollars (\$1,000,000.00) coverage per claim.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

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 to the City.

Subcontractors: The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractor. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

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

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention 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 Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the CONTRACTOR is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the CONTRACTOR shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the CONTRACTOR's services.

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

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. 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 Agreement, the Contractor shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Contractor's commencement of services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (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.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, P. O. Box 798, Norwalk, Connecticut 06856-0798.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

End of Section – One

SECTION 2 - PROJECT SPECIFICATIONS

Scope of Work

**Norwalk Public Schools - I T Department – Data Center Facility
Norwalk City Hall, 125 East Avenue, Norwalk CT**

Supply & Installation of one (1) Five (5) Ton Air Conditioning Unit

The Norwalk Public Schools, Norwalk Board of Education for the City of Norwalk is requesting proposals for the replacement of one (1) existing EDPAC 5 ton air conditioning unit for their Data Center room located on the 3rd floor of Norwalk City Hall. The air conditioning unit to be replaced is approximately twenty-five (25) years old.

The contractor shall be expected to provide for the following:

Supply and install one (1) EDPAC model GCS-D5.0-SS glycol cool unit, 460 volt/60HZ/3 Phase – 5 ton unit. Warranty – One (1) year parts and labor plus; a four (4) year extended warranty on compressor

Proposal to include:

- Reclamation of the existing freon, reclamation of the existing glycol solution and the disconnection of all piping connections to one (1) existing EDPAC 5 ton A/C
- Electrical disconnection and reconnection, controls, fire alarm wiring, etc....
- Rigging of the existing unit out of building, dispose of the existing unit, rig new unit into the building and install the new unit in the same location as the old unit.
- Make piping connections to existing piping
- Make all reconnections, electrical, controls, fire alarm warnings, etc...
- Leak test and refill with reclaimed glycol and provide any additional glycol to fill and / or “top-off” the system.
- Insulate new piping only
- System start up, testing and commissioning
- Housekeeping/clearing of site during installation and upon completion of project
- Any related works covering the supply of labor, materials, consumables, etc. inadvertently not specified herein that shall render the total system fully functional and conforming to applicable standards/codes and acceptable industry practices
- Permits and fees

During the project, the successful Contractor shall use care to prevent damage to the existing adjacent work area(s). If any damage is caused as a result of the execution of the works, Contractor shall make repair / restorations to the satisfaction of the City.

Warranty:

The bidder shall guaranty the satisfactory performance of the supplied unit for a period of at least twelve (12) months from the date of final acceptance. Any defects in the supplied parts/materials and or workmanship within this warranty period shall be rectified free of cost to the City.

End of Section – Two

SECTION 3 - GENERAL BIDDING INFORMATION FOR CONSTRUCTION

Rev. 042010, Express Request Doc. #1006

3.1 GENERAL:

A. The City reserves the right to require the successful firm to execute a contract in a format supplied by Corporation Counsel. Award of all or a portion of the requirement may be subject to approval by the Norwalk Common Council.

B. The City of Norwalk General Conditions For Construction and the Contract documents prepared by the City shall govern as the terms and conditions for this project.

1. A copy of the City of Norwalk General Conditions for Construction (022298) is available upon request. You may request a copy be mailed to you. Dial 203-854-7712 and request document 1008.

C. A certified or cashiers check or bid bond in the amount indicated in the **Invitation to Bid** must accompany your response. The certified or cashiers checks will be returned to all unsuccessful candidates upon the awarding of the contract. If your quotation is not accompanied by a bid bond or check at the bid opening the bid will be automatically rejected.

D. The successful firm will be required to furnish a performance bond and labor and materials bond acceptable to Corporation Counsel, each for the full contract amount, prior to execution of a contract and/or performance under Purchase Orders. Indicate the cost for these bonds, included in the lump sum bid(s) on the response form. **Note:** The requirement for a maintenance bond is not contingent on the dollar threshold for other bonds indicated in the invitation to bid. Please refer to Sections 3.17 and 109-15 for maintenance bond requirements.

For 3.1, C & D:

Surety Companies must be listed on the current Federal Register, licensed in the State of Connecticut and have an underwriting limitation exceeding the value of the project with no more than 5% of capitol in surplus tied to any one risk.

Banks must have a branch office in Connecticut with insurance provided by the FDIC.

E. The award of any contract is subject to the following conditions and contingencies:

- (1). The approval of such governmental agencies as may be required by law.
- (2). The appropriation of adequate funds by the proper agencies.
- (3). If the bidder is a corporation or other legal business entity, it must have a current license to do business in the State of Connecticut that is on file with the Connecticut Secretary of State's office, or it must be organized under the laws of the State of Connecticut and current in terms of its required filings.

Note: If you are an out-of state business and the performance of your contract with the City requires that tangible personal property will be used or consumed in this state, you must comply with Connecticut General Statutes 12-430-7 a copy of which can be found at <http://www.cga.state.ct.us/2003/act/Pa/2003PA-00147-R00SB-01137-PA.htm>

Questions concerning this statute should be addressed to the Commissioner of Revenue Services for the State of Connecticut, Department of Revenue Services, 92 Farmington Avenue, Hartford CT 06115.

Registration by out-of state corporations with the Connecticut Secretary of State, 30 Trinity Street, Hartford CT 06106, telephone 860-509-6002, is required by law as a condition for doing business in the State of Connecticut.

F. Notice is hereby given to all bidders that as a municipality the City of Norwalk is subject to and bound to comply with the terms of the Freedom of Information Act. Consequently, please be informed that under the terms of the Act some or all of your submissions, including attachments, may be subject to disclosure to the public or press upon request. The FOI Act recognizes that certain documents are exempt from disclosure or may be held confidentially. However, these exemptions are considered exceptions to the general rule favoring disclosure and are generally narrowly construed. You should consult with legal counsel before making your submission if you have any questions about what submitted document may be disclosed. You are hereby requested to submit those documents to which an exemption is claimed under seal along with those non-exempt documents. These sealed documents shall initially be held in confidence but may be released to the extent required or allowed by law.

G. When work is required in which no specific payment item is listed in the Proposal Form, the cost of such work will be included in the unit prices bid.

3.2 QUALIFICATIONS OF CANDIDATES:

The City may make such investigations as deemed necessary to determine the ability of the candidate to perform the work and the degree to which any candidate meets the criteria for Award listed herein.

3.3 RECYCLING POLICY:

The City of Norwalk is committed to protecting the environment and managing solid waste. Where possible and practical the City will procure recycled and/or recyclable products. The City will consider alternate proposals which maximize the use of products which are produced from post consumer waste, which reduce waste or consumption, or that offer products with a salvage value.

The City requests that it's vendors eliminate all non-essential packaging that may be used in the delivery process.

3.4 OBLIGATIONS OF THE CANDIDATE:

At the time of the opening of proposals, each candidate will be presumed to be thoroughly familiar with the specifications, the various sites, the City's requirements, and

the objectives for each element of the project item or service.

3.5 LABOR RATES:

See sections 102.18 and 107.12 of the City of Norwalk General Conditions for Construction. NOTE: Prevailing Wage Rates apply when (1) the total cost of work performed on **new construction is \$400,000** or more; or (2) the total cost of all work in connection with an alteration, repair, remodeling, refinishing, refurbishing or **rehabilitation is \$100,000** or more.

3.6 SITE INSPECTION:

Information contained in these documents is provided with the understanding as outlined in section 102-06 of General Conditions for Construction. Candidates are required to conduct a thorough inspection or study of existing conditions/equipment.

3.7 INSURANCE REQUIREMENTS:

A certificate of insurance must be presented to the Corporation Counsel at the time of award and must name the City as an additional insured on the face of the document. In addition, please list the name and address of your insurance agent as part of the returned bid proposal. The City's Standard insurance requirements, if not listed within the bid documents are available on the Purchasing Department's website within the Terms and Conditions section, refer to document number 1007.

All policies must be written on a "per occurrence" basis. "Claims Made" Policies are not acceptable. The Contractor is responsible for the cost of maintaining such insurance throughout the duration of the project.

3.8 LIQUIDATED DAMAGES:

Liquidated damages as defined in Article 20 of the Norwalk General Conditions for Construction will be \$100.00 per day.

3.9 RETAINAGE:

The City will retain 5% of the total project cost until such time as a guarantee bond, satisfactory to the Corporation Council's office is posted with the City (sect. 109-15, Gen. Cond. for Construction) or other terms for retainage are specifically stated in the contract for this project.

3.10 ACCEPTABLE BRANDS:

The attached specifications are not intended to limit consideration to the particular service organization or manufacturer from which they were developed. References to brand names or numbers are to be interpreted as establishing a standard of quality and is not to be construed as limiting competition. Brand names used within these specifications shall be presumed to be followed by the words "or approved equal".

Burden of proving a product and/or material as equal to a specific product and/or material

by brand name is the responsibility of the contractor.

Final determination as to what is an "or equal" product will be made by the Purchasing Agent in conjunction with other City staff. The City will award on the basis of the criteria stated herein, and reserves the right to waive or require compliance with any element of the specifications.

3.11 HOW TO RESPOND:

Supply the required information on the response and prequalification form. An authorized agent of your organization must sign and date the response form and any supplementary proposal document.

If a prospective bidder needs clarification or interpretation of any items in the General Conditions, and/or Specifications, he/she must request such in writing, addressed to the Director of Purchasing at least fourteen calendar days prior to the bid opening. Responses shall also be in writing, and shall be distributed to all bidders. The City of Norwalk, or its agents shall not be responsible for any oral instructions or interpretations given to a bidder.

Return the response forms, bond (if required), and any informational literature (**six copies**) to the *City of Norwalk Purchasing Department, Room 103, 125 East Avenue, P.O.Box 5125, Norwalk, Ct. 06856-5125* using the return bid envelope (if provided in your bid package). Be sure to indicate the request number, name, and opening time on the face of the envelope otherwise we will not be able to insure the confidentiality of the bid.

Late bids – bid submissions delivered or received later than the date and time specified on the invitation to bid will not be considered and will be returned unopened. The bidder shall assume full responsibility for the timely delivery of their submission at the location designated for the receipt of the submissions.

Failure to follow these guidelines may be just cause for rejection of the bid.

3.12 CRITERIA FOR AWARD:

This Request for proposal/bid does not necessarily contemplate an award based solely on price. Rather, the City reserves its rights to accept or reject any and all proposals / bids, or any part thereof, to waive defects in the same, or accept any proposal / bid or a combination of proposals / bids deemed to be in its best interests.

3.13 THE RFP PROCESS:

Bids are advertised as required by law. The City may also mail invitations to businesses as it deems appropriate. Placement on a vendor mailing list or a history of having received invitations in the past or having received prior contract awards in no way obligates the City to continue any form of direct notification. At the discretion of the Purchasing Agent the City may remove vendors from the mailing list for whatever reason including a poor performance history or failure to respond to previous invitations.

Refer any questions that may arise during the solicitation and award process, in writing, to the Purchasing Agent.

3.14 TIME PROVISIONS:

The content of any proposal submitted is to remain valid and available to the City for ninety (90) days from the day proposals are due.

3.15 ASSIGNMENT OF CONTRACT:

The successful candidate agrees that he will not assign, transfer, or subcontract any portion of the award.

3.16 INDEMNIFICATION:

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.

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 expressly agrees to at all times indemnify, defend and save harmless the City of Norwalk and its respective officers, agents, and employees on account of any and all demands, claims, damages, losses, litigation, financial costs and expenses, including counsel's fees, and compensation arising out of personal injuries (including death), any damage to property, real or personal and any other loss, expense or aggrievement directly or indirectly arising out of, related to or in connection with the Project and the work to be performed hereunder by the Contractor, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Agreement and shall not be limited by reason of any insurance coverage.

3.17 WARRANTIES, GUARANTEES, & INSTRUCTIONS:

All work shall be warranted by the Contractor for a minimum period of two (2) years from the date of completion of the work against all defective workmanship and materials furnished by the Company. Where longer periods of Warranty/ Guarantee are required by these specifications, the contract documents, or are provided for by specific or implied warranty of materials, goods or equipment or by general law, the longer period of time will govern.

The Contractor shall promptly replace or repair in a manner satisfactory to the City any such defective work after notice from the City to do so. Work will be assumed to be defective if it is determined by the City that the material or equipment is not performing

in a satisfactory manner, consistent with its intended use or operation. If the Contractor fails to make such replacement or repairs, the City may perform or cause to be performed all necessary work and the Company and its sureties shall be liable for all costs thereof.

Original manufacturers' warranties, guarantees, instruction sheets, parts lists, and certificates of title are to be delivered to the Purchasing Agent. Copies of all such materials are to be provided to the department accepting delivery.

3.18 TERMS AND CONDITIONS: See Section 4

3.19 ASSIGNMENT OF ANTITRUST CLAIMS:

The Contractor offers and agrees to assign to the City of Norwalk all of its right, title and interest in and to any and all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Chapter 624 of the Connecticut General Statutes, arising out of the purchase of services, goods, property or intangibles of any kind pursuant to a purchase order, contract agreement, subcontract or other form of public purchase by the City of Norwalk. This assignment shall be made and become effective upon award or acceptance by the City of Norwalk of the bid, purchase order or contract agreement with the Contractor without requiring any additional or further act or acknowledgement by the parties.

The Contractor shall include the terms of this assignment to the City of Norwalk in any contract, agreement or purchase document that it may enter into for services, goods, property or intangibles used for or incorporated into any work or materials, performed for or provided to the City of Norwalk.

3.20 SMOKING POLICY

No person shall smoke in any municipal or school system facility.

3.21 BUILDING PERMIT FEES

Refer to Section 4, 107-01

End of Section – Three

SECTION 4
CITY OF NORWALK GENERAL SPECIFICATIONS FOR CONSTRUCTION

(Note: Page numbering in this section is not sequential with other sections within this document)

NOTE: SECTION 4 contains the City's General Terms and Conditions for construction. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 042010 or later on file you may download a copy from the Terms and Conditions section of our website at the Internet at <http://www.norwalkct.org> Document number 1008.

SECTION 5 – 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.norwalkct.org> Document number **1019**