



INVITATION TO BID

September 26, 2016

The City of Norwalk is soliciting bid submissions for Tree Removal and Trimming Services at various locations. This work consists of removing major dead wood, diseased wood, stubs and any leaders that may be considered dangerous. The requirements of these services are discussed in greater detail within Section 2 – Projects Specifications.

PROJECT NUMBER:	3708
DEADLINE:	2:00 PM October 20, 2016
BID TITLE:	TREE REMOVAL AND TRIMMING SERVICES

BID DOCUMENTS for this project are 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 the required software from Adobe.

All questions concerning this solicitation must be directed in writing to Carleen Megaro, Buyer, via e-mail to cmegaro@norwalkct.org . The deadline for the submission of questions for this bid solicitation is 2:00 PM, October 11, 2016. **Please include the Project Number and Bid Title in the subject line, thank you.**

Bidders will be required to provide:

- 10% bid bond with your response (see Section 3.1 B).
- Performance, labor, and materials bond for 100% of the project upon award if the contract value exceeds \$50,000.00 (see sect. 3.1B & C).
- Copies of current certifications as applicable to this solicitation.
- Original bid response, plus nine (9) copies.

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SPECIAL NOTES:

1) **PERMITS** - Contractors shall obtain and pay for all required permit(s) for this project. Permits fees are **NOT** waived for this project.

2) Section 3.6, Liquidated Damages, Time is of the essence. Provisions of a final agreement must be completed by the dates indicated. Liquidated damages will be computed from costs incurred and/or revenues lost as a result of missing this deadline. (See Section 2 **1.A.8**)

3) Contractors are hereby reminded that all submitted bid amounts **MUST** include all costs/insurance premium required to satisfy the various insurance limits as identified in these documents.

BIDDER LISTS (List of Plan Holders) will not be published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.**

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>. 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.

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

AWARD NOTIFICATION will be issued by mail.

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.

SEALED BID RESPONSES: One (1) Original plus nine (9) copies are to be delivered to:

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

NOTE: The City of Norwalk will not accept any sealed bid submissions via email or facsimile (fax). Please indicate the bid number and bid title on the envelope.

The City of Norwalk is an Affirmative Action/Equal Opportunity Employer; Minority/Women's Business Enterprises are encouraged to apply.

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SECTION 1 – FORMS OF PROPOSAL

All bids 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. List equipment pertinent to complete the services specified in the Scope of Work.
- D. Names of key personnel, (project manager, crew chief, crew) assigned for term of contract; a description (resume) of applicable background of these personnel.
- E. A Commitment to give notice to the City of any changes in key personnel as outlined in item D above, and City's option to reject such candidate.
- F. 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)

- G. Hourly and per diem rates for consultant services in each discipline, as well as willingness to negotiate lump sum cost for all services.
- H. The bidder shall have an Arborist License from the State of Connecticut and ISA Certification. Please provide the license and certification numbers in your response.

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

1.1 PRICING RESPONSE FORM – BID #3708 - TREE REMOVAL AND TRIMMING SERVICES

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

The undersigned hereby declares that he has carefully examined the plans, specifications and project site and is satisfied with 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.

The undersigned further agrees, in case of variations of quantities from those shown or specified, the following unit prices will be used in adjusting the contract price. If quantities are authorized by the City, the following amount will be added to the contract as required. Unless otherwise noted, each UNIT PRICE shall include all equipment, tools, labor, permits, fees, etc., incidental to the installation and completion of the work involved.

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

A. Tree Removal

Cost of tree removal based on the diameter of the tree at the DBH (Diameter at Breast Height).

Item	DBH (Diameter at Breast Height)	COST
1.	8 – 14”	
2.	15 – 18”	
3.	19 – 23”	
4.	24 – 36”	
5.	37” – and over	

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VENDOR NAME	

B. Tree Trimming

Cost of tree trimming based on the diameter of the tree at the DBH (Diameter at Breast Height).

Item	DBH (Diameter at Breast Height)	COST
1.	13 – 18”	
2.	19 – 24”	
3.	25 – 36”	
4.	37” – and over	

C. Emergency Removal and Trimming

Cost at time and material rates.

Item	LABOR	HOURLY RATE
1.	Crew Chief	
2.	Trimmer	
3.	Groundman	
	EQUIPMENT	
4.	Box Truck	
5.	50 – 60’ Aerial Lift w/ Box Truck	
6.	75’ and over Aerial Lift w/ Box Truck	

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Bid Security in the form of a (check one) is attached.		Bond		Certified Check
Cost for performance bond <u>included in lump sum</u>	\$			per thousand dollars
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	

1.2 STATEMENT OF BIDDERS QUALIFICATIONS

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Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to provide this information 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)

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VENDOR NAME	

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.

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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 SAMPLE CONTRACT

“The following document is the City’s standard Independent Contractor contract. Please be advised that the substantive terms and requirements outlined therein may be revised only with the approval of Norwalk’s Corporation Counsel.”

AGREEMENT WITH INDEPENDENT CONTRACTOR
BY AND BETWEEN
CITY OF NORWALK
AND
«VendorName»
FOR «Project»

THIS AGREEMENT made and entered into this _____ day of _____, 2016, by and between the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut (the CITY), acting herein by «ContractAuthorizer», its «ContractAuthorizerTitle», and **«VendorName»**, a corporation authorized and licensed to do business in the State of «LicenseState», having a principal place of business at «VendorAddress1», «VendorAddress2», «VendorCity», «VendorState» «VendorZip», acting herein by «VendorAuthorizer», its «VendorAuthorizerTitle», duly authorized (the CONTRACTOR).

W I T N E S S E T H:

WHEREAS, the CITY is in need of «Notes» (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 in this Agreement;

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 «ProposedDate», a copy of which is attached hereto and incorporated herein as **Exhibit B**, the CITY hereby retains the CONTRACTOR to perform the services described 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 «DepartmentHead», Department of «Department», or such other person as may be designated in writing.

C. The person responsible for the services to be performed by the CONTRACTOR hereunder shall be «VendorAuthorizer», «VendorAuthorizerTitle».

2. **SERVICES TO BE PERFORMED**

A. The scope and details of the Services to be performed by the CONTRACTOR and the specifications to which such Services should conform are described in the CITY's Bid Invitation dated _____, Addenda No. 1 dated _____ and Addendum No. 2 dated _____, which are all attached hereto and incorporated herein as **Exhibits A, A-1 and A-2** respectively, and made a part hereof. The CONTRACTOR shall perform such Services as may be required by the Director in a professional and timely manner in accordance with the terms and requirements of this Agreement, in order to meet the CITY's needs. Services will be requested on an as needed basis with no minimum or maximum scope.

B. The parties understand that CONTRACTOR is retained on an on-call, as needed basis, solely for the purposes of performing the Services described herein. The CONTRACTOR'S relationship to the CITY and its agencies shall, during the period(s) of this Agreement, be that of an independent contractor. The CONTRACTOR shall not 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.

C. In performing the Services and otherwise meeting its duties and obligations hereunder, CONTRACTOR shall ensure that its employees and subcontractors observe high standards of professional and business ethics observed by like professionals

in the same or similar business, including, but not limited to, following the requirements, rules and regulations of the CITY, acting with integrity, and creating a workplace atmosphere free of discrimination and harassment.

D. The CITY may, from time to time, request changes in the Services 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 compensated for its performance of this Agreement, a maximum amount not to exceed the sum of **«ContractBudgetInEnglish» (\$«ContractBudget»)** payable in accordance with the terms of the CONTRACTOR's bid.

B. The compensation provided under this Agreement constitutes full and complete payment for all costs and expenses assumed by the CONTRACTOR in performing this Agreement including but not limited to labor, materials, product, tools and machinery, salaries, meetings, and all similar expenses. No costs in excess of this stated amount shall be paid or reimbursed by the CITY without specific prior written approval of the Director.

C. Payments to the CONTRACTOR under this Agreement shall be made by the CITY on approval of payment requisitions certified by the CONTRACTOR and 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 and the tasks completed. The CITY may, prior to making any payment under this Agreement, require the CONTRACTOR to submit to it such additional information and/or documentation as it may deem 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 term of this Agreement shall commence effective _____ and conclude on _____. The CONTRACTOR shall perform its Services throughout this period.

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

5. **TERMINATION AND SUSPENSION**

A. 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, the CONTRACTOR's Services shall be paid for in such amount as shall compensate the CONTRACTOR for the Services satisfactorily completed prior to termination. Such amount shall be fixed by the CITY after consultation with the CONTRACTOR, and shall be subject to audit by the CITY's 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.

B. 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.

6. **INSURANCE**

The CONTRACTOR agrees to obtain at its own cost and expense all insurance required by the attached Insurance Rider and to keep the same in continuous effect for a period of two (2) years following the date on which the Director indicates the termination of the CONTRACTOR's responsibilities hereunder. Before commencing performance of its Services hereunder, the CONTRACTOR shall furnish the CITY's Corporation Counsel 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. Each insurance certificate shall be endorsed to name the City of Norwalk as an additional insured party and shall provide that

the insurance company providing coverage shall notify the CITY by certified mail at least thirty (30) days prior to the effective termination of or any change in the policy or policies coverage. No change in the coverage provided hereunder shall be made without the prior written approval of the Director.

7. **GENERAL PROVISIONS**

A. By this Agreement the CITY intends 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.

B. This Agreement, being intended to secure the Services of the CONTRACTOR, shall not be assigned, delegated, transferred or subcontracted in any manner or to any extent without the prior consent of the CITY in writing.

C. 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.

D. 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.

E. 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 the CITY's architect, general contractor, or their consultants, subcontractors, agents, or employees.

F. 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 are claimed to be due in any way to the actions or omissions of the CONTRACTOR, its agents, servants, representatives or employees arising out of the services to be performed under 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. 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.

G. 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.

H. The CONTRACTOR shall comply with all applicable laws, ordinances and codes of any governmental body having jurisdiction over any matter related to this Agreement or the services to be performed hereunder, and shall commit no trespass

on any private property in performing any of the work embraced by this Agreement.

I. 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, gender, physical disability, sexual orientation, national origin or any other grounds prohibited by applicable law.

J. 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.

K. 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 transfer any interest in this Agreement without the prior written approval of the CITY.

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

M. 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.

N. 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: «DepartmentHead», «DepartmentHeadTitle»
Department of «Department»
P.O. Box 5125
Norwalk, CT 06856-5125

With a Copy to: Corporation Counsel
City of Norwalk
P.O. Box 5125
Norwalk, Connecticut 06856-5125

To the CONTRACTOR: «VendorAuthorizer», «VendorAuthorizerTitle»
«VendorName»
«VendorAddress1»
«VendorAddress2»
«VendorCity», «VendorState» «VendorZip»

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

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

P. The CONTRACTOR represents to the CITY as follows:

That the CONTRACTOR is a legally existing corporation under the laws of its respective states of incorporation and has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors;

That the CONTRACTOR has the financial resources to perform this Contract and that it is not the subject of any litigation or action, pending or threatened, regarding this Contract or which, if resulting in an adverse decision, would affect its ability to perform its duties under this Contract;

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 Contract 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:

Witnesses' signatures:

CITY OF NORWALK

By: _____
«ContractAuthorizer»
Its «ContractAuthorizerTitle»
Duly Authorized

Date signed: _____

Witnesses' signatures:

«VendorName»

By: _____
«VendorAuthorizer»
Its «VendorAuthorizerTitle»
Duly Authorized

Date signed: _____

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: _____

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _____
Comptroller

Date: _____

INSURANCE RIDER

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.

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.

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) 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).

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) coverage per accident for bodily injury and property damage.

Umbrella/Excess Liability: With respect to all operations the Contractor performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

Environmental Liability: If applicable, based on the Contractor's Scope of Work, the Contractor is required to provide environmental and remediation (Contractor's Pollution Liability -CPL-) insurance in the amount of Five Million Dollars

(\$5,000,000) per claim limit and Five Million Dollars (\$5,000,000) aggregate limit per occurrence. If the insurance is provided with a combination of excess pollution liability policies, 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) 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 subcontractors. 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, or cancelled 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 of Norwalk 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.

Waiver of Subrogation: Contractor hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers.

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, Room 237, P.O. Box 5125, Norwalk, Connecticut 06856-5125.

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.

1.4 INSURANCE REQUIREMENTS

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.

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) 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).

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) coverage per accident for bodily injury and property damage.

END OF SECTION - ONE

SECTION 2 - PROJECT SPECIFICATIONS

SCOPE OF SERVICES

SECTION 1.A - SPECIAL SPECIFICATIONS & NOTES

1.A.0 INTRODUCTION

The City of Norwalk is seeking bids from qualified companies to provide tree removal and trimming services at various locations. This work consists of removing major dead wood, diseased wood, stubs and any leaders that may be considered dangerous. The following information should be of assistance to you in responding to this Invitation to Bid.

1.A.1 QUALIFICATIONS

The work to be performed is located throughout the City of Norwalk, on City owned roads, right-of-ways, sidewalks and properties. The City is looking for a firm with an office and depot in the Greater Fairfield County area.

Bidders shall provide a listing of Connecticut and Westchester County, New York governments and utilities it has or had contracts with within the past five years. With each listing, provide a short description of the contracted service.

The proposer shall have an Arborist License from the State of Connecticut and ISA Certification. Please provide the license and certification numbers in your response.

The City reserves the right to inspect the equipment of all bidders prior to making the award.

1.A.2 CRITERIA FOR EVALUATING PROPOSALS

The City of Norwalk Purchasing Department will be responsible for reviewing the bids received and will further evaluate them, using the following criteria. The City reserves its rights to examine any other criteria and take the same under consideration and to reject any firm or proposals despite its compliance with this criteria if it determines that to do so would be in its best interests.

- Qualifications & experience of the firm, of comparable accounts of similar size and scope as this project.
- Qualifications & experience of the firm, of comparable municipal and /or governmental accounts of similar size and scope as this project.
- Qualifications & experience of the project manager, crew chief, and crew members.

- Total years in business and financial stability of firm.
- Recommendations from State or Municipal clients.
- Technical Management Proposal demonstrating that the Bidder understands the requirements and objectives of this Bid and that he has the necessary technical expertise explaining management structure and financial stability to perform the work.
- Possess/provide necessary equipment to complete all services.
- Fee structure and reimbursable expenses.

1.A.3 TERM OF AGREEMENT

The term of agreement that will be prepared by the City of Norwalk for the work described herein is intended to be in effect for a period of three (3) years, with an option to renew for additional 2 years.

1.A.4 PAYMENT

The dollar value of this contract award is approximately \$100,000 per year depending on the approved City of Norwalk Operating Budget. The payment for tree removals and trimming shall be based on the diameter of the tree at the DBH (Diameter at Breast Height). See Section 1.1 PRICING RESPONSE FORM, **A. Tree Removal & B. Tree Trimming.**

The City shall pay the Contractor monthly upon receipt of an invoice for completed work, certified as satisfactory by the Director of Public Works, with complete consideration for the services provided under the agreement. Invoices shall provide in writing: the location serviced, a description of the work completed, the date completed, a statement as to whether the work was 'SCHEDULED' or 'EMERGENCY'. No additional costs or expenses shall be paid or be reimbursed by the City under the agreement. Payment shall be made only for the unit price items provided in the proposal. There shall be no retainage of any part of the Contractor's accepted estimates. Emergency work shall be paid on time and material basis. See Section 1.1 PRICING RESPONSE FORM, **C. Emergency Removal and Trimming**

1.A.5 UNIT PRICE ADJUSTMENT

Pricing submitted in response to this Bid will remain in effect for one year from the date of the contract signing.

Contract extensions that require price adjustments will be done for all items annually, based on the Northeast Urban consumer price index (CPI).

1.A.6 TECHNICAL MANAGEMENT PROPOSAL

The Bidder shall be required to submit, with their response, a Technical Management Proposal to demonstrate that the Bidder understands the requirements and objectives of this Invitation to Bid and that

he has the necessary technical expertise explaining management structure and financial stability to perform the work. This proposal will be used in making a determination as to whether or not the Bidder has reasonably demonstrated his qualifications to perform this work.

Such proposal shall contain sufficient detail regarding the number of equipment and personnel required to perform the specified services, including: pictures and/or diagrams of the vehicles to be used, maintenance capabilities, standby vehicles, crew size, availability to respond in the specified time and all necessary and essential information required by the City to evaluate the proposal's technical feasibility.

The Technical Management Proposal shall contain the following:

1. Technical approach
2. Management - chart of company's personnel organization
3. Key technical and supervisory personnel - names, titles and office address
4. Assumptions and exceptions (if any)
5. Additional information -
 - a. Financial records
 - b. Proof of financial capability and disclosure of certain stockholders' and creditors' names
 - c. Proof of minimum experience
 - d. Information concerning vehicles and equipment

1.A.7 EMPLOYEES

The Contractor shall ensure sufficient personnel to properly handle the work described herein. The Contractor shall perform this agreement as an independent contractor, and as such, is to maintain complete control over all of its employees and operations.

The Contractor shall require all its employees to be courteous at all times, not to use loud or profane language and to do their work as quietly as possible. The Contractor shall agree to use its best efforts to prohibit any drinking of alcoholic beverages by its crewmembers while on duty or in the course of performing their duties under this contract. The Contractor shall require its employees to wear a uniform, which shall be as neat and clean as circumstances permit, with an identification badge; all to be approved by the Director of Public Works. The Contractor shall maintain clean and safely operating vehicles. The Contractor shall provide a Foreman or Manager. The Contractor shall designate a crew leader in the case of multiple man crews, and he shall act as spokesman in all manners concerning the crew. Employees shall not trespass, loiter, cross property to adjoining premises, or meddle with property that does not concern them. The Contractor shall give preference in employment to qualified residents of the City on all work to be performed on the contact.

1.A.8 COMPLAINTS AND NON-PERFORMANCE

a. The Director of Public Works shall notify the Contractor of each complaint pertaining to the Contractor's service reported to the City.

The Contractor shall, within twenty-four (24) hours after receipt of each complaint, take all steps necessary to remedy the cause of the complaint and to notify the Director of Public Works of each disposition. When a complaint is received on the day preceding a holiday or a weekend, it shall be serviced on the next working day.

The Contractor shall maintain a 'Complaint Log' registering all complaints and the action taken to remedy the situation and coordinate with the city's customer service division.

b. Failure to remedy the cause of the complaint within the time limits set forth herein shall be considered a breach of the contract. For the purpose of computing damages caused thereby under the provisions of this section, it is agreed that the City may deduct from payments due or to become due to the Contractor, the following amounts as liquidated damages:

(1) Failure to clean-up debris/equipment as specified: \$150.00 per incident.

(2) Failure or neglect to begin work from any premises at those times as provided by this contract within 24 hours - each failure or neglect of repeated instance at the same premises: \$500.00 per incident.

Amounts assessed for liquidated damages will be escalated over the term of the contract consistent with the methodology specified in this document for increasing the amount of the Contractor's annual payment.

SECTION-1.B - SCOPE OF WORK

Trees are to be removed and or trimmed at various locations, as specified by the Superintendent of Operations. This work consists of removing major dead wood, diseased wood, stubs and any leaders that may be considered dangerous. All work described herein, requires that the Contractor comply and conform to standards set by the State of Connecticut Arborist License and the American National Standard for Tree Care Operations (ANSI A300-1995).

When removing a tree, the Contractor shall cut the tree to the lowest possible level the surrounding landscape will allow. Pruning work shall be performed in a manner leaving the tree in a healthy state.

Wood removed by the pruning and measuring fifteen (15) inches in diameter or greater, will be cut into lengths no greater than two (2) foot lengths and neatly stacked at the side of the road clear of the traveled way by at least six (6) feet. The Public may collect such wood for use. Within five days of the work, the City will remove all remaining wood and dispose of it at its Yard Waste Drop-off.

Limbs and brush measuring less than fifteen (15) inches in diameter are to be chipped and removed from the job site. Cut or fallen limbs, brush and the resulting woodchips shall become the property of the Contractor.

Normal scheduled removal and trimming work will be scheduled within an eight (8) hour day between the hours of 7:00 A.M. and 3:30 P.M. The Superintendent of Operations or designee will provide the Contractor a list of locations with trees requiring removal or trimming.

The Contractor shall not work on weekends or on municipal holidays unless approved by the Superintendent of Operations.

Damages for not beginning work as required will include any additional costs incurred by the City and will be deducted from funds due.

The Contractor will provide a supervisor at least once a day to report to the Superintendent of Operations, or designee, the status of work in progress.

The Contractor must furnish all materials, equipment, labor, transportation, fuel and power to perform all of the work necessary for the removal of trees during the life of the contract.

1.B.2 DEFINITIONS

The following items are referred to in the SCOPE OF WORK. The Bidder shall be required to provide a unit price sum for all items in this Bid, and may use the definitions for each item as a reference.

Scheduled Work

Tree removal and trimming work that the Superintendent of Maintenance requires performed during a normal workday between the hours of 7:00 A.M. and 3:30 P.M. The Contractor has three (3) days from notification by the City to begin each work order for normally scheduled work.

Emergency Work

Tree removal and trimming work that the Superintendent of Operations, or designee, requires shall be performed immediately, such as a fallen tree or hanging tree limb shall be performed. The Contractor shall begin working at the job site(s) within two (2) hours of notification by the Superintendent of Operations. The emergency work will be paid on a time and materials basis in accordance with unit prices provided on the table below. The Contractor shall be able to provide a minimum of two (2) complete crews and vehicles to perform all required Emergency work. A complete crew consists of (1) Crew Chief, (1) Trimmer, (1) Ground man, (1) Chipper and (1) aerial lift with box truck. Additional crews and vehicles may be required, for which the Superintendent will allow for additional time if required, up to one hour, to get to the job site. There shall be no 'Travel Time' paid for this item.

1.B.3 EQUIPMENT

The Contractor shall have all the personnel and equipment to perform the work herein. For SCHEDULED WORK and standard EMERGENCY WORK, the Contractor shall not subcontract labor or equipment. Bidders shall include with their response sheets a picture of the equipment they have available for this project. Equipment shall boldly display the Contractor's name, phone number and permits.

1.B.4 BRUSH CHIPPING

The Contractor will haul all pieces to its own disposal unit. All woodchips shall become the property of the Contractor to be disposed of in accordance with all State and local environmental and disposal laws. Bidders will be asked to describe their method of disposal of woodchips including a listing of regularly used disposal sites. The Contractor may use the City's Yard Waste Disposal Site and shall pay all applicable tipping fees. In this case, the City shall waive any disposal license and permit fees.

1.B.5 TRAFFIC CONTROL

Traffic control will be included in the unit price for tree removals and trimming. The Contractor shall observe and obey all local and state laws, ordinances, regulations and permits in relation to the obstruction of streets and highways, keeping passageways open and protecting traffic where there may be danger from the required activities. The Contractor shall conduct the work at all times, in such a manner and in such sequence as will ensure the least practicable interference with traffic. The Contractor shall maintain and protect traffic in the project area, maintaining pedestrian and vehicular traffic, especially school buses, municipal vehicles and emergency vehicles, and permit access to businesses, factories, residences and intersecting streets. Should it become necessary to close-off completely any section of road, sidewalk or driveway, the contractor must first obtain the written approval of the Director of Public Works 72 hours in advance of changes in traffic patterns, specifying the exact period of time and location of each closing. This provision will be waived under emergency circumstances, as deemed by the Director, such as when a fallen tree is obstructing traffic completely.

The Contractor shall furnish all traffic control signs for the safe regulation of traffic. They shall be properly lighted and adequately sized, and shall display clear, concise and legible lettering. Suitable lighted barriers or barricades shall be furnished, erected and maintained by the Contractor at all times during the work. The Contractor shall furnish all traffic control, which shall include all necessary signs, barricades, lights and flagmen to adequately protect the operation in accordance with established patterns.

The Contractor shall be responsible for providing well-trained, qualified and adequately equipped personnel or arrange for police support, for the direction of traffic and for the adequate protection of traveling public at such locations and for such time as necessary or as ordered by the Superintendent.

1.B.6 UTILITIES

The Contractor shall have personnel trained and experienced in working around utility structures (ie. power lines, cable/phone lines, telephone poles, etc.), and shall be capable of performing the specified work around all utility structures for this contract. The Contractor is responsible for any damage done, as a result of his work, to utility structures, City property and private property. Special precautions must be taken by the Contractor to protect his personnel and equipment and the property of others while working. Federal OSHA regulation shall be adhered to.

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SECTION 3
GENERAL INFORMATION, TERMS AND CONDITIONS
FOR
MISCELLANEOUS SERVICES & EQUIPMENT PURCHASES
Rev. 08/08/2013, Express Request Doc. #1002

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. The terms and conditions of the contract to be signed upon the award of the bid will supersede any inconsistent provision of the bidding documents.

Award of all or a portion of the requirement may be subject to approval by the Norwalk Common Council.

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

C. The successful firm may 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, to be added to the contract sum on the response form.

For 3.1, B & C:

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 capital in surplus tied to any one risk.

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

D. Any unit furnished as a result of this bid is to be a new and unused model currently in Production. Alternate proposals on recycled products will, however, be considered. Accessories necessary for its proper functioning on delivery, are assumed to be included in the quote though not specifically mentioned below. All assemblies, sub-assemblies and component parts for all units specified are to be standard and interchangeable.

- 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.ct.gov/drs/cwp/view.asp?A=1514&Q=501308>

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.

3.2 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.

3.3 OBLIGATIONS OF THE CANDIDATE:

At the time of the opening of proposals, each candidate will be presumed to be thoroughly familiar with the City's requirements, and the objectives for each element of the project item or service.

3.4 SITE INSPECTION:

Information contained in these documents is provided in good faith only that all candidates may have access to the same information utilized by the City, and is not intended as a substitute for personal investigations, interpretations and judgement of the candidate. As information may be approximated or incomplete, candidates should conduct a thorough inspection or study of existing conditions/equipment.

3.5 INSURANCE REQUIREMENTS:

A certificate of insurance, if requested, must be presented to the City 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 are available via FAX. Dial 203-854-7897 to access the Purchasing Department's **Express Request Line**. Request 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.

3.6 LIQUIDATED DAMAGES:

Time is of the essence. Provisions of a final agreement must be completed by the dates indicated. Liquidated damages will be computed from costs incurred and/or revenues lost as a result of missing this deadline.

3.7 RETAINAGE:

The City may 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 or other terms for retainage are specifically stated in the contract for this project.

3.8 ACCEPTABLE BRANDS:

The Bid 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.

3.9 HOW TO RESPOND:

Supply the required information on and along with the response form. An explicit agent of your organization must sign and date the response form and any supplementary proposal document. *Provide six copies of any informational literature.* If this request has a "Specification Offered" column opposite the specifications complete as follows:

In the "specification offered" column write in:

- a) "As specified"
- b) "Exceeds specifications" - Identify what exceeds the specification and why
- c) "Exception to specifications" - Again, identify the substitute and define its effect.

Be sure to return these pages with your pricing sheet(s).

If a prospective bidder needs clarification or interpretation of any items in these documents he/she must request such in writing, addressed to the Buyer who's name appears on the invitation to bid, at least one calendar week prior to the bid opening. Responses shall also be in writing, and shall be distributed in the same manner as Addendas. The City of Norwalk, or its agents shall not be responsible for any oral instructions or interpretations given to a bidder.

Return all response forms, bond (if required), and any informational literature (**six copies**) to **Norwalk City Hall, Purchasing Department, Room 103, 125 East Avenue, P.O.Box 5125, Norwalk, Ct. 06856-5125**. Be sure to indicate the request number, name, and opening time in the spaces provided. Mark the original proposal package as "ORIGINAL" on the front cover. We will open the bid upon receipt if this information is not provided on the face of the envelope. In this case the Purchasing Department can not be held responsible for 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 proposal.

Responses transmitted by FAX or E-mail are accepted with the following understandings:

1. The City is not responsible for the confidentiality of the information transmitted.
2. The City can not guarantee that our FAX or computer equipment will be available to receive transmittals. It is the Bidder's responsibility to ensure that quotations are received complete and on time. It is recommended that you call immediately after transmitting.
3. Bids transmitted by fax or E-mail which have a bond requirement are subject to the terms of paragraph 3.1 (c).

3.10 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.

3.11 QUALIFICATIONS OF CANDIDATES OFFERING PROPOSALS:

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. Each candidate agrees to furnish the City any additional information requested.

3.12 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.

3.13 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.

Unless otherwise indicated the duration of the Contract will be one (1) year. Further, this contract may be renewed, expanded and extended at the option of the City in one (1) year increments for up to four (4) additional periods provided that the funds are available, approved by the City for this purpose and that the Contractor has established a satisfactory performance record. Revisions in terms to be negotiated on award anniversaries.

Notwithstanding the failure of City to exercise any option to renew this contract for an additional year, the Contract Administrator reserves the right to unilaterally extend this contract on a month to month basis for a period not to exceed three (3) months under the same terms and conditions applicable to the preceding contract period.

3.14 TERMS AND CONDITIONS

TERMINATION (701): The City may at any time, and for any reason, direct the discontinuance of the services and work contemplated under this Agreement for a period of time. Such direction shall be in writing and shall specify the period during which the work shall be discontinued. The work 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 work shall have been discontinued shall be deemed added to the time for performance. In the event that the City directs the discontinuance of the services hereunder for a period of time in excess of six (6) months, through no fault of the Contractor, the parties may negotiate and adjustment in the fees payable hereunder due to a rise in the cost of performance. Stoppage of work under this article shall not give rise to any claim against the City.

(702) 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 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 City's 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.

INTENT (703): It is the intent of this Agreement to secure the services of the Contractor or a duly authorized and competent representative or representatives of the Contractor acceptable to the City. Failure of the Contractor for any reason to make the service of such a person or persons available to the City to the extent necessary to perform the services required skillfully and promptly 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.

ASSIGNMENT (704): 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. 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 its contract to observe and be bound by all obligations and conditions of this Agreement to which Contractor is bound.

DEFAULT (705): When the City shall have reasonable grounds for believing that:

A. The Contractor will be unable to perform this contract fully and satisfactorily within the time fixed for performance; or

B. A meritorious claim exists or will exist against the Contractor or the City arising out of the negligence of the Contractor 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.

In the event the Director determines that there has been a material breach by the Contractor of any of the terms of the Agreement, the City has the right, power and authority to terminate this Agreement and to complete the work or any part thereof, 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 Contractors, take possession of and use or cause to be used any and all documents, plans and specifications or other items that may have been used or drawn up in connection with the performance of this Agreement. This right is in addition to any other right or remedy the City may otherwise have.

In such event, all costs, expenses, losses, damages, attorneys' fees, and any and all other charges incurred by the City under this Agreement shall be charged to the Contractor and deducted and/or paid by the City out of any monies due or payable or to become due or payable under this Agreement to the Contractor if any such cost shall exceed the sum due or to become due to the Contractor, the Contractor shall pay the excess amount to the City. In computing the amounts chargeable to the Contractor, the City shall not be held to a basis of the lowest prices for which the completion of the work or any part thereof might have been accomplished, but it shall charge to the Contractor, and the Contractor shall be liable for all sums actually paid or expenses actually incurred in effecting prompt completion of the work hereunder. The City's rights described herein are in addition to any other rights and remedies provided by law.

Termination under this section shall not give rise to any claim against the City for damages or compensation in addition to that provided hereunder.

INDEMNIFICATION (706): 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.

(707) 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.

(708) 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 aggravation 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.

APPLICABLE LAW (709): 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 Connecticut state courts.

COMPLIANCE WITH LAW (710): The Contractor shall comply with all applicable laws, regulation, ordinances and codes of the State of Connecticut and the City of Norwalk, and shall commit no trespass on any private property in performing any of the work embraced by this Agreement.

EQUAL OPPORTUNITY (711): During the performance of this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, marital status, mental disability, physical disability or national origin.

ACCEPTANCE (712): This Agreement and its attachments constitute the entire understanding and agreement of the parties respecting the subject hereof and supersede any and all agreements, negotiations, commitments and writings reached by the parties prior to the execution of this Agreement, whether oral or written. No change or modification of this Agreement shall be valid unless it is in writing and signed by both parties hereto.

CHANGES (713): The City may, from time to time, request changes in the scope of services to be performed by the Contractor hereunder. Any such change, including any

increase or decrease in the amount of the Contractor's compensation , which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in a written amendment to this Agreement.

CONFLICTING TERMS (714): The terms and conditions of the contract signed upon award of the bid will supersede any inconsistent provision of the bidding documents.

REQUIRED PROVISIONS (715): Each and every provision and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any such 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.

SUCCESSORS & ASSIGNS (716): The City and the Contractor each binds itself and 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.

INVALID PROVISIONS (717): If any provisions of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of the Agreement would then continue to conform to the requirements of applicable laws.

CONFLICT OF INTEREST (718): The Contractor warrants that it has no interest in the subject matter of this Agreement and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The Contractor further warrants that, in the performance of this Agreement, no person having any such interest shall be employed by it.

The Contractor represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payment of fixed salary to a bona fide full time salaried employee working solely for the Contractor) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. The Contractor represents that no person or persons not named in the Contractor's qualification and proposal, have any financial or personal interest in the Contractor's performance hereunder.

For the breach or violation of this provision, without limiting any other rights or remedies to which the City may be entitled or nay civil or criminal penalty to which any violator may be liable, the City shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct from the payments to be made pursuant to this Agreement, or otherwise to recover the full amount of such fee, commission, percentage, gift or consideration.

NOTIFICATION (719): All notices of any nature referred to in this Agreement shall be in writing and sent to: The Name of the Contract Administrator

Norwalk City Hall
P.O. Box 5125
Norwalk, Ct. 06856

3.15 INDEPENDENT CONTRACTOR:

Contractor is an independent contractor and shall not be regarded as an employee or agent of the City.

3.16 INSPECTION:

The City shall have the right to inspect Contractor's work at all reasonable times.

3.17 HAZARDOUS WASTE:

In the event that the specified project involves the handling of hazardous waste and associated insurance coverages are not identified elsewhere in the bid documents, the contractor's insurance policy must provide Environmental Impairment Liability as described in Doc. #1007, General Insurance Requirements.

Title to all Waste accepted by the Contractor from City for transport and disposal by the Contractor shall pass directly from the City to the Contractor at the time of such acceptance. Appropriate documents so signifying shall be signed by a representative of the Contractor. Under no circumstances shall title to such Wastes be deemed to be held by the City.

The Contractor warrants that it understands the currently known hazards and suspected hazards which are presented to persons, property, and the environment by the transport, treatment, and disposal of Wastes. The Contractor further warrants that it will perform all services under this Agreement in a Safe, efficient, and lawful manner using industry-accepted practices, and in full compliance with all applicable Connecticut and Federal laws and regulations.

3.18 LICENSES AND PERMITS:

The Contractor certifies that for the duration of contract performance, he shall have and provide proof of permits and licenses as required by the City of Norwalk Department of Code Enforcement and/or other City, State or Federal regulatory bodies as applicable.

3.19 PATENT INFRINGEMENT:

Contractor shall fully indemnify, save harmless and protect the City, the City's agents, and agents and employees of all of them against any loss, claim, liability, damage or expense resulting directly or indirectly from patent infringement claims arising out of Contractor's performance.

3.20 PAYMENT:

Payment will be made within thirty (30) days after receipt of acceptable monthly statements with appropriate supporting documentation. Prior to final payment, Contractor will be required to complete a close-out form certifying that all work has been completed and releasing the City (and any other party owning property with respect to which Contractor performed services hereunder) from all further obligations and liabilities. Unless compensation to Contractor is a fixed lump sum, the City shall have the right, during the course of the Contractor's services and for a period of two years after completion of the services, to examine Contractor's records to verify all direct charges, expenses and disbursements made or incurred by Contractor in connection with the services.

3.21 TAXES:

The City is exempt from Connecticut Sales Tax under G.S. Sect. 12-412(A), Federal excise taxes, and the provisions of the Federal Robinson-Patman Act.

3.22 WARRANTIES, GUARANTEES, & INSTRUCTIONS:

3.22.1 Contractor warrants for itself, its subcontractors and its suppliers, that services performed shall conform to the requirements of the agreement and shall be accomplished in a workmanlike manner and, unless otherwise specified, in accordance with generally recognized and adequate practices and standards. If any services do not conform in all respects or are defective in any respect, and the City notifies Contractor within a reasonable time after discovery thereof, Contractor, at its sole expense, promptly shall correct such non-conformity or defect. This obligation of Contractor to correct non-conforming or defective services shall continue for one year after final completion of services. All warranties herein shall be assignable to any customer of the City or agent thereof intended to benefit from such services. These warranties shall survive any termination of this agreement and any acceptance or payment by the City and shall be in addition to any remedies provided by applicable law.

3.22.2 Contractor warrants that the merchandise supplied hereunder will be of good workmanship and material, free from defects and in accordance with specifications and if the intended use thereof has been made known to vendor that it is adequate for that intended use.

3.22.3 Contractor warrants that all goods and services furnished hereunder will be designed, constructed and performed so as to comply with the Williams- Steiger Occupational Safety and Health Act of 1970, as amended from time to time, and the rules, regulations and standards issued thereunder by any applicable governmental authority which as of the date of this agreement will apply to the goods and services furnished hereunder.

3.23 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 acknowledgment 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.

3.24 SMOKING POLICY

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

3.25 OTHER TERMS

1. Invoice and bill of lading or other notice containing complete shipping information must be mailed at time of shipment.
2. City's order number must be shown on all packages, invoices and correspondence.
3. Acknowledge order and advise approximate shipping date immediately upon receipt of this order.

END OF SECTION

SECTION 4

NOT APPLICABLE - INTENTIONALLY LEFT BLANK

SECTION 5

LIVING WAGE ORDINANCE

GENERAL INFORMATION

Rev. 033116, 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 03/31/2016 or later on file you may download a copy of this Ordinance from the Terms and Conditions section of the City of Norwalk's website at <http://www.norwalkct.org>

Document number **1019:** <http://www.norwalkct.org/DocumentCenter/Home/View/862>