



City of Norwich

Norwich Public Utilities
100 Broadway, Room No. 105
Norwich, CT 06360

Phone: (860)823-3706
Fax: (860)823-3812
E-mail: whathaway@cityofnorwich.org

REQUEST FOR PROPOSAL

RFP No. 20-14

Due Date and Time: February 27, 2020 at 2:00 P.M.

Title: Managed IT Services

Special Instructions: Requests for Information regarding this Request for Proposals must be submitted in writing no later than **February, 14, 2020 at 12:00 P.M.** and must be directed to William R. Hathaway, Purchasing Agent, 100 Broadway, Room 105 Norwich, CT 06360, or by e-mail to whathaway@cityofnorwich.org, or by fax to (860) 823-3812.

The following information must appear in the lower left-hand corner of the envelope:

Sealed Proposal No: **RFP 20-14**

Not to be opened until **February 27, 2020** at 2:00 P.M.

Return Proposals to:

William R. Hathaway, Purchasing Agent
City of Norwich
100 Broadway, Room 105
Norwich, CT 06360-4431



CITY OF NORWICH, CONNECTICUT

PLEASE RETURN THIS FORM IMMEDIATELY!

Acknowledgement: Receipt of RFP Documents

RFP No.: 20-14

Title: Managed IT Services

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help the City of Norwich to maintain proper follow-up procedures and will ensure that your firm will receive any addendum that may be issued.

Date Issued: 01/30/2020

Date Documents Received: _____ / _____ / _____

Do you plan to submit a response? _____ Yes _____ No

Print or type the following information:

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Received by: _____

Note: Faxed or e-mailed acknowledgements are requested.

Fax No.: (860)823-3812

E-mail: whathaway@cityofnorwich.org

Fax or e-mail this sheet only. A cover sheet is not required.

DO NOT FAX OR E-MAIL YOUR RESPONSE TO THIS RFP



City of Norwich

Norwich Public Utilities
100 Broadway, Room No. 105
Norwich, CT 06360

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E-mail: whathaway@cityofnorwich.org

Request for Proposal

The Purchasing Agent for the City of Norwich, on behalf of Norwich Public Utilities, will receive sealed proposals for **Managed IT Services** until 2:00 P.M. prevailing time on **February 27, 2020** at which time they will be publicly opened and read aloud. All proposals are to be delivered to William R. Hathaway, Purchasing Agent, City of Norwich, 100 Broadway, Room 105, Norwich, CT 06360.

Copies of the Proposal Documents may be downloaded from the following websites:

City of Norwich
State of Connecticut

<http://www.norwichct.org/bids.aspx>
https://das.ct.gov/SCP_Search/Default.aspx

Questions regarding this request for proposal must be submitted in writing no later than **February 14, 2020 at 12:00 P.M.** and be directed to William R. Hathaway, Purchasing Agent, 100 Broadway, Room 105, Norwich, CT 06360, or by e-mail to whathaway@cityofnorwich.org or by fax to (860)823-3812. Responses to the questions will be available on the websites listed above not later than three (3) days prior to date fixed for the opening of the proposals.

Norwich Public Utilities reserves the right to accept or reject any and all responses, in whole or in part, to waive technical defects, minor irregularities and omissions if, in its judgment, the best interests of Norwich Public Utilities will be served.

All proposers must submit an original, one (1) copy, and a digital copy on electronic media (Compact Disk or USB drive) of their proposal in a sealed envelope bearing the responder's name and the RFP number. The following information must appear in the lower left-hand corner of the envelope: **RFP 20-14**.

Responders must ensure that employees and applicants for employment are not discriminated against because of their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such bidder that such disability prevents performance of the work involved.

Introduction

Norwich Public Utilities (NPU) is owned by the City of Norwich, CT and is the provider of natural gas, electricity, water, and wastewater for all of Norwich. NPU serves approximately 25,000 residences and businesses in Norwich and the surrounding towns of Lisbon, Franklin, Bozrah, Lebanon, Preston, Montville, and Sprague.

Objective

Norwich Public Utilities is soliciting proposals from qualified vendors to provide a managed services contract for remote monitoring and management of their Network Operations Center (NOC). As defined below, NPU is not looking for a “custom” package. Because the requirement is for standard services, it is expected that the vendor and their staff will be ready to fully support NPU on day one and that all remote monitoring and management functions can be seamlessly implemented and operated for the length of the agreement.

Term

The initial contract period shall be for fifteen months, April 1, 2020 through June 30, 2021. Subsequent one (1) year renewals, at the option of Norwich Public Utilities, may be available for two (2) additional years. There may be annual negotiations of price, terms and discounts with any changes taking effect on the anniversary date of the contract. All requests for price changes must be justified and based upon verifiable criteria such as the Bureau of Labor Statistics Consumer Price Index (CPI-U) Northeast.

Nondisclosure Agreement

Vendors must complete a Non-Disclosure Agreement (NDA) with Norwich Public Utilities (NPU) before any questions can be answered, device counts/types provided, required Tier assignment for each device, etc.

Scope of Services

Information Technology Management Services Required – potential breakdown of service tiers. Show how your standard offering meets or exceeds these rough guidelines of tier representation:

Minimum Tier Potential Breakdown:

1. Monitoring
 - Reachability Monitoring
 - Alarm & Performance Monitoring

2. Issue Management-All aspects of Monitoring, plus:
 - Triage and troubleshooting
 - Problem Resolution (including Bug & Security Resolutions)
 - Carrier Management (Frontier, Windstream, Atlantic Broadband, Comcast, Charter Spectrum, et al)
 - Vendor Management (Cisco, Fortinet, NetApp, et al)
3. Full Service (Typically for Critical components such as Phone System SW & Servers, Firewalls, UCS Chassis & Blades, NetApp, etc.), All aspects of monitoring and issue management, plus:
 - Patch & Release Management
 - IT Asset Change Management
 - Problem Management
 - Health Checks

NOTE: NPU does not want a custom tier solution. NPU requires that the model being proposed is a standard offering of the proposing vendor and reflects how they do business with their existing client base.

Monitoring and Ticket Reporting

- Must include a reasonable “non-technical” definition of the issue being reported, including device, device type, location address and description (allowing management staff to have a basic understanding of the issue without having to get the issue translated by their technical staff), in addition to all typical detailed technical information that would come with your standard options.

Managed Service Performance Review Reporting:

- Monthly call to review all tickets from the current month to discuss excellence and/or issues in ticket support for the current period. Increased focus on tickets that are open at the time of the meeting.

Service Level Agreements (SLAs):

All tiers must have an SLA defined for each type of priority level within the tier

- Each asset must be able to have a priority associated with it
- i.e. a Critical priority device / connection would require an almost immediate response and “an all hands-on deck” approach to resolve, whereas a very low priority device, might just be a notice that it is down and the issue can be resolved the next business day.

- Remedy for excessive SLA commitment failure or continued underachieving of SLA performance in any area of support.

Eligibility Requirements

- Must be Cisco Gold Partner or higher
- Must be Fortinet MSSP Gold Partner or higher
- Must be able to support NetApp annual upgrade as part of the Full Service Tier requested below

Proposal Requirements

- Show how your standard offering meets or exceeds the guidelines of tier representation: Monitoring, Issue management, and Full Service.
- Describe your approach and/or process for Monitoring and Ticket reporting.
- Review your standard approach to support Managed Service Performance Review Reporting sessions.
- Provide a detailed overview of your Service Level Agreements for the Scope of Services contained in this RFP. NPU is not looking for custom options.
- A responding vendor may have more than three service tiers and can recommend each of them as appropriate to satisfy NPU needs.
- Include how many companies (broken out by US companies and companies from the rest of the world) are using your “standard” services as requested by NPU today. Include three US based references and how many devices are supported overall (reference contact information is required at submission time).
- Lump sum yearly price (form included)

Selection

Although pricing will be an important aspect of selection, it will not be the sole determining factor. A committee will evaluate all vendor submissions based on the Vendor’s response to the eligibility and proposal requirements as well as the Vendor’s response to follow up questions should additional clarification be needed to fully understand the proposal. NPU may interview the prospective vendor prior to final selection. Decisions made by NPU will be final and not subject to review

PRICE PROPOSAL
NORWICH PUBLIC UTILITIES
NORWICH, CONNECTICUT

RFP 20-14

MANAGED IT SERVICES

The proposer agrees to provide **IT SERVICES**, as described in RFP 20-14, at the following yearly amount.

Managed IT Services _____per year

Respectfully submitted:

Name and Title (in cursive)

Name and Title (printed)

(Seal – if proposal is by a corporation)

Business Address

Telephone Number

Fax No.

Email Address



Norwich Public Utilities (NPU) and _____ (_____)
NON-DISCLOSURE AGREEMENT

This Nondisclosure Agreement (this **Agreement**) is made as of _____ (**Effective Date**) by and between the following (collectively, the **Parties**):

(a) Norwich Public Utilities (NPU) and (b) _____ (_____)

Certain terms used in this Agreement are defined in Exhibit A (Definitions) attached hereto. In consideration of the mutual promises set forth herein, the Parties hereby agree as follows:

1. Confidentiality.

1.1 Generally. Subject to all of the terms of this Agreement, NPU (**Discloser**) is willing to disclose Confidential Information to _____ (**Recipient**) solely for the Permitted Purpose. The **Permitted Purpose** means consulting services that support any aspect of working with NPU's Information Technology Group and the associated infrastructure (firewalls, network configuration, IP addressing, server configurations and Supervisory Control and Data Acquisition (SCADA), and other operational components and aspects of NPU's IT environment that need to be protected for cyber and informational security purposes. In exchange for receiving the Confidential Information pursuant to this Agreement, Recipient agrees to maintain the Confidential Information in strict confidence and to exercise all reasonable precautions to prevent unauthorized access to the Confidential Information. Recipient shall use the Confidential Information solely for the Permitted Purpose and shall not, directly or indirectly, use, cause or permit the use of any Confidential Information to compete in any way with Discloser. Recipient may disclose the Confidential Information to its Permitted Persons for the Permitted Purpose, provided that each such Permitted Person is subject to confidentiality obligations (pursuant to a written agreement or pursuant to legal obligations, such as privileges and protections at law) at least as protective as those set forth in this Agreement.

1.2 Required Disclosures. Recipient shall promptly notify Discloser upon learning about any court order or other legal requirement that purports to compel disclosure of any Confidential Information. Recipient shall cooperate with Discloser in the exercise of Discloser's right to protect the confidentiality of the Confidential Information before any tribunal or governmental agency. Recipient may comply with any such court order or other legal requirement, but any Information so disclosed shall continue to be treated as Confidential Information hereunder.

2. No Warranties, Licenses or Limitations. All Information provided hereunder is AS IS. Notwithstanding anything to the contrary in this Agreement or otherwise, Discloser does not make any representations or warranties (express or implied) as to the accuracy or completeness of the Information disclosed hereunder; nor shall any Discloser be liable to any Recipient for damages arising from the use of any information disclosed hereunder, whether from errors or omissions or otherwise.

3. Reservation of Rights. All of Discloser's rights in and to the Information disclosed hereunder by or for it shall remain the exclusive property of Discloser. Neither this Agreement, nor any disclosure of Information hereunder, in any way: (a) grants to Recipient or any other person any right or license under any intellectual property law to any Information, except the right to evaluate such Information in accordance with this Agreement for the Permitted Purpose; (b) obligates Discloser to disclose any Information, perform any work, enter into any license, business engagement or other agreement; (c) creates any joint

relationship or authorizes Recipient to act or speak on behalf of Discloser; or (d) limits Discloser from entering into any business relationship with any third party.

4. Survival. In the event that either Party decides to suspend or terminate any discussions or activities between the Parties relating to the Permitted Purpose, all obligations under this Agreement relating to confidentiality, nondisclosure, nonsolicitation and intellectual property rights shall survive termination indefinitely in accordance with their terms. Upon termination of discussions between the Parties, Recipient shall promptly return to Discloser all Confidential Information and copies thereof received from Discloser, or at Discloser's option shall destroy such materials and shall certify such destruction in writing.

5. Miscellaneous.

5.1 Entire Agreement; Assignment. This Agreement (together with any exhibits or appendices hereto) constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral, as to such subject matter. This Agreement may be amended or modified only by a writing executed by an authorized person of each Party. This Agreement may not be assigned by either party without the written consent of the other Party, and shall be binding upon and shall inure to the benefit of the respective heirs, administrators, personal representatives, successors and permitted assigns of the respective Parties.

5.2 Notices. All communications hereunder shall be in writing or by confirmed fax, and shall be deemed to have been duly given (i) upon personal delivery, (ii) upon deposit in the mail if mailed by certified mail, return receipt requested, postage prepaid, (iii) upon deposit with a recognized courier with next-day delivery instructions, or (iv) upon confirmation of transmission, if sent by confirmed fax, to the address or fax number set forth on the signature pages to this Agreement, or such other address or fax number as either party may specify by notice sent in accordance with this Section.

5.3 Irreparable Harm. The parties agree that any breach or threatened breach of this Agreement by a Recipient would cause not only financial harm, but irreparable harm to Discloser; that money damages will not provide an adequate remedy. In the event of a breach or threatened breach of this Agreement by Recipient, Discloser shall, in addition to any other rights and remedies it may have, be entitled to an injunction (without the necessity of posting any bond or surety) restraining Recipient from disclosing or using, in whole or in part, any Confidential Information.

5.4 Indemnification. Recipient shall indemnify Discloser and its Related Parties against any and all claims, damages and expenses (including without limitation attorneys' fees and court costs) arising from any failure



by Recipient or any Permitted Person thereof to abide by the terms of this Agreement.

5.5 Severability. All of the covenants and provisions of this Agreement are severable. In the event that any of these covenants or provisions shall for any reason be adjudged, decreed or ordered by any court of competent jurisdiction to be unenforceable in any respect, such covenants or provisions shall be deemed modified to the extent necessary to render all of them enforceable and such judgment, decree or order shall not affect, impair or invalidate any of the remaining covenants or provisions of this Agreement.

5.6 No Waiver. No provision of or right under this Agreement shall be deemed to have been waived or amended by any act or acquiescence on the part of Discloser, its agents or employees, but only by an instrument in writing signed by an authorized officer of Discloser. No waiver by Discloser of any breach of this Agreement by Recipient shall be effective as to any other breach, whether of the same or any other term or condition and whether occurring before or after the date of such waiver.

5.7 Governing Law; Jurisdiction & Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut without taking into account its principles on conflicts of law. The parties hereby agree that all action arising out of or in connection with this Agreement shall be brought exclusively in the state or federal courts located in the State of Connecticut, in New London County, (b) irrevocably submit to the exclusive personal jurisdiction of any such court and (c) waive any objection that such Party may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agree not to plead or claim the same.

5.8 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures to this Agreement transmitted or delivered by facsimile, email or other electronic means shall be treated and shall have the same binding effect as an original signature.

IN WITNESS WHEREOF, the Parties, acting by their authorized persons, have executed this Agreement as a sealed instrument as of the date and year first written above.

PARTY A:

Norwich Public Utilities

Print Name: Chris LaRose
Title: General Manager
Address: 16 S Golden St, Norwich, CT 06360
Phone: 860-887-2555
Email: clarose@npumail.com
Authorized Signature: _____
Date: _____

PARTY B:

Print Name: _____
Title: _____
Address: _____
Phone: _____
Email: _____
Authorized Signature: _____
Date: _____



EXHIBIT A DEFINITIONS

Capitalized terms used in this Agreement that are not defined in the text above are defined as follows:

Confidential Information means all (a) Information disclosed to Recipient by Discloser or by any Related Party orally, visually, in writing or by way of any other medium; (b) all Related Party Information; (c) all Derivative Information, except (in either case) any portion thereof that Recipient can demonstrate by clear and convincing evidence:

- (i) was known to Recipient before receipt thereof from or on behalf of Discloser or any Related Party;
- (ii) is disclosed to Recipient by a third person who has a right to make such disclosure without any obligation of confidentiality to Discloser;
- (iii) is in the public domain without violation of this Agreement by Recipient; or
- (iv) is independently developed by Recipient or Recipient's employees to whom Discloser's information was not disclosed and without reference to Discloser's Information.

Derivative Information means, as to any Information, all copies, digests, summaries of the Information, as well improvements or other inventions, ideas or works of authorship derived from the Information.

Information means all forms and types of financial, business, marketing, operations, scientific, technical, economic and engineering information, whether tangible or intangible, including without limitation, patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, codes, know-how, computer software, databases, product names or marks, marketing materials or programs, plans, specifications, information relating to past, present and prospective customers, users, vendors and suppliers, engineering and manufacturing information, price lists, costing information, employee and consulting relationship information, accounting and financial data, profit margin, marketing and sales data, strategic plans, trade secrets and all other proprietary information (including all originals, copies, digests and summaries in any form) of Discloser and of any Related Party.

Permitted Person means a person or entity that is a contractor, agent, employee, director, shareholder, member, general or limited partner, attorney, accountant, financial advisor, actual or prospective investor or lender who (a) has a need to know the Confidential Information for the Permitted Purpose; (b) is apprised of the confidential nature of the Confidential Information and of the restrictions set forth herein; and (c) is not engaged in any business that competes in any way with Discloser.

Related Party means any affiliate, supplier, customer, employee, contractor or agent of Discloser.

Related Party Information means Information of a Related Party that is made available to Recipient (a) by Discloser or (b) directly by the Related Party (but only such Information that is disclosed or made available in such party's capacity as a Related Party) or (c) on behalf of the Related Party.

City of Norwich Connecticut

Department of Finance/Purchasing
100 Broadway, Room 105
Norwich, CT 06360-4431

Telephone Number:
(860)823-3706

Fax Number:
(860)823-3812

<http://www.norwichct.org>



Standard Proposal and Contract Terms and Conditions

All Requests for Proposals issued by the City of Norwich ("City") will bind Proposers to the terms and conditions listed below, unless specified otherwise in any individual Request for Proposals.

The contractor agrees to comply with the statutes and regulations as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Submission of Proposals

1. Proposals must be submitted on forms supplied by the City Purchasing Department. Telephone, facsimile and e-mail Proposals will not be accepted in response to a Request for Proposals.
2. Proposers shall bear any and all costs associated with response to this invitation to Proposal, including the costs for any presentation and/or demonstrations (if applicable).
3. The time and date Proposals are to be opened is given in each Proposal issued. Proposals received after the specified time and date of Proposal opening given in each Proposal shall not be considered. **Proposal envelopes must clearly indicate the Proposal number** as well as the date and time of the opening of the Proposal. The name and address of the Proposers shall appear in the upper left hand corner of the envelope.
4. If it becomes necessary to revise any part of this request or if additional data is necessary to enable interpretation of provisions of this document, revisions or addenda will be provided to all prospective firms who receive this document; such revisions or addenda will additionally be posted on the following websites:
<http://www.norwichct.org>
<http://das.ct.gov>
5. This document includes an acknowledgement page; this page must be faxed back to the Purchasing Department, to ensure proper notification of changes to the published documents. The City of Norwich does not assume responsibility for any vendor that does not receive revisions or addenda, where the vendor has not acknowledged receipt of any portion thereof.
6. Incomplete Proposal forms may result in the rejection of The Proposal. Amendments to Proposals received by the City after the time specified for opening of Proposals, shall not be considered. Proposals shall be computer prepared, typewritten or handwritten in ink. All Proposals shall be signed by a person duly authorized to sign Proposals on behalf of the Proposers. Unsigned Proposals shall be rejected. Errors, alterations or corrections on both the original and copy of the proposal schedule to be returned must be

initialed by the person signing the Proposal or their authorized designee. In the event an authorized designee initials the correction, there must be written authorization from the person signing the Proposal to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of Proposal for those items erased, altered or corrected and not initialed.

7. The City of Norwich reserves the right to accept or reject any and all Proposal responses, in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the City will be served. Determination of the best interests of the City shall include consideration of pending civil litigation between the City and any firm submitting a Proposal to the City or its subcontractor or supplier.

8. Conditional Proposals are subject to rejection in whole or in part. A conditional Proposal is defined as one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the invitation for Proposals.

9. Alternate Proposals will not be considered, unless specifically authorized in the invitation to Proposal. An alternate Proposal is defined as one which is submitted in addition to the Proposers primary response to the invitation for Proposals.

10. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Proposal, and subject only to cash discount. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

11. Pursuant to Section 12-412 of the Connecticut General Statutes, municipalities are exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in Proposal prices.

12. By its submission the Proposers represents that the Proposal is not made in connection with any other Proposers submitting a Proposal for the same commodity or commodities and is in all respects fair and without collusion or fraud.

13. All Proposals will be opened and read publicly and upon Award are subject to public inspection, subject to the provisions of Section 1-210 of the Connecticut General Statutes (Freedom of Information). Copies of information resulting from any Proposal opening are generally not available until a contract has been formally awarded.

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Standard Proposal and Contract Terms and Conditions

14. Proposal and or performance bonds may be required, if Specifically required within the specifications. Bonds must meet the following requirements:

Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; **Firm or Partnership** - must be signed by all the partners and indicate they are "doing business as"; **Individual** - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

15. The City requires the Contractor to carry commercial General liability insurance to protect it from loss. The following minimum limits shall be met:

Bodily Injury and Property Damage: \$1,000,000 each occurrence; \$2,000,000 aggregate

Products or Completed Operations: \$1,000,000 each occurrence; \$2,000,000 aggregate

Professional Liability (Errors and Omissions): \$2,000,000 each occurrence

Commercial Automobile Coverage including owned, non-owned, leased and hired vehicles (if used on City property): \$1,000,000 combined single limit for each accident

Workers' Compensation: Shall be in accordance with State of Connecticut requirements at the time of Proposal. The policy must contain a waiver of subrogation in favor of the City of Norwich, executed by the insurance company.

Umbrella/Excess Liability: \$2,000,000 each occurrence; \$2,000,000 aggregate and providing coverage over the Commercial General Liability, Commercial Automobile Liability and the Employer Liability section of the Workers Compensation coverage.

The City of Norwich, its officers (both elected and appointed), employees, and agents shall be named as additional insured on all policies, except Professional Liability and Workers Compensation, on a primary and non-contributory basis.

All insurance required hereunder (except Workers' Compensation and Professional Liability) shall contain waivers of subrogation in favor of the City, its employees, agents and elected or appointed officers. The insurance required hereunder shall be primary insurance, not excess or contributory, without any right of contribution by any insurance maintained by or on behalf of the City.

Thirty (30) days' notice of cancellation is required and must be provided to the City of Norwich via certified mail.

Samples

16. Accepted Proposal samples do not supersede Specifications for quality unless sample is superior in quality. All deliveries shall have at least the same quality as the accepted Proposal sample. Samples are furnished free of charge. Samples may be held for comparison with deliveries.

Award

17. Award will be based on quality of the articles or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility. The Purchasing Department may correct inaccurate awards resulting from clerical or administrative errors.

18. The Purchasing Department may reject any Proposers in default of any prior contract or guilty of misrepresentation or any Proposers with a member of its firm in default or guilty of misrepresentation.

Delinquent Tax Set Off

19. In accordance with §7-46 of the City of Norwich Code of Ordinances, the award of any contract for the performance of any work, or the furnishing of any services and/or materials or equipment, the vendor awarded the contractor shall agree that any taxes, landfill fees or special assessments due from the vendor to the City of Norwich, unless previously paid, may be set off against any monies that may be due from the City of Norwich to the vendor for the performance of work or the furnishing of services and/or materials or equipment under said contract.

20. Any person or vendor performing work or furnishing services, materials, or equipment to the City, or any department, board or agency thereof, shall, as a condition of doing such, agree that any delinquent taxes, landfill fees or special assessments due from him, her or it to the City, unless previously paid, may be set off against any monies that may be due from the City to such person or vendor for the performance of such work or the furnishing of services or materials or equipment.

Contract

21. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship.

22. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to execute such contract to any other person, firm or corporation



Standard Proposal and Contract Terms and Conditions

without the prior written consent of the Purchasing Department.

23. Proposers have ten days after notice of award to refuse acceptance of the award; after ten days the award will be binding on the Contractor. If the Contractor refuses to accept the award within the ten day period, the award will be made to the next lowest responsible qualified Proposers.

24. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority to purchase said commodities or services on the open market. Contractor agrees to promptly reimburse the City for excess cost of these purchases. The purchases will be deducted from the contracted quantities.

25. The Proposers hereinafter referred to as persons requesting the use of city facilities of the City of Norwich, or in contracting with the City of Norwich for goods, services, materials, labor and the like with the City of Norwich and its respective officers, agents and servants agrees to indemnify, defend and save harmless from and against any and all claims, damages, losses, litigation expenses, counsel fees and compensation arising out of any injuries (including death) sustained by, or alleged to have been sustained by, the servants, employees or agents of the City of Norwich and its respective officers, agents and servants, or of the Proposers or of any participant or spectator, and from injuries including death) sustained by, or alleged to have been sustained by, the public or any persons on or near the site or on any other person or damage to property, real or personal, including property of the City of Norwich and their respective officers, agents, and servants, caused in whole or in part by the acts or omission of the Proposers or any participant or spectator or anyone directly or indirectly employed or working for the Proposers while engaged in the activity in the City of Norwich.

26. Notwithstanding any provision or language in this contract to the contrary, the purchasing agent may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the City. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the City for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the City. In the event of such termination, the Contractor shall be entitled to

reasonable compensation as determined by the Office of Corporation Counsel for the City of Norwich, however, no compensation for lost profits shall be allowed.

27. The individual signing this submittal hereby declares that no person or persons other than members of his/her own organization are interested in this Project or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a proposal for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the City of Norwich is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the City of Norwich.

Delivery

28. All products and equipment delivered must be new, and shall include any and all manufacturer warranties, unless otherwise stated in the Proposal specifications.

29. Delivery will be onto the specified City loading docks by the Contractor unless otherwise stated in the Proposal specifications.

30. Payment terms are net 30 days after receipt of goods or properly executed invoice, whichever is later, unless otherwise specified. A contractor may quote payment discount terms which may be considered in making the award.

Saving Clause

31. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The Contractor will give written notice of the cause and probable duration of any such delay.

Advertising

32. Contractors may not reference sales to the City for advertising and promotional purposes without the prior specific approval of the Purchasing Department.

Rights

33. All data collected by the contractor relative to the performance of services or delivery of materials shall remain the sole property of the City of Norwich. Such data includes historic usage of materials and services as collected by the contractor. The City of Norwich has sole and exclusive right and title to all printed material produced for the City, and the contractor shall not copyright any printed matter produced under the contract.



City of Norwich Connecticut

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<http://www.norwichct.org>

Standard Proposal and Contract Terms and Conditions

34. The Contractor assigns to the City all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

35. Contractor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by the June 2015 Special Session Public Act No. 15-5, as well as the provisions of Title VI of the Civil Rights Act of 1964 and all amendments thereto. The Contractor also agrees that it will hold the City harmless and indemnify the City from any action which may arise out of any act by contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.

36. This contract is subject to provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of Public Act 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.