

LEGAL NOTICE

INVITATION TO BID

The City of Meriden is accepting sealed bids for:

**B017-18**

For: AVON C50 PROTECTIVE MASKS

For: MERIDEN POLICE DEPARTMENT

Bids shall be submitted on forms and in the manner specified. Forms and specifications may be obtained from the Purchasing Department. Bids will be accepted at the Purchasing Department, Room 210, City Hall, Meriden, Connecticut 06450-8022 until **11:00 AM** local time on: **October 7, 2016**, at which time they will be publicly opened and read.

The right is reserved to reject any or all bids, in whole or in part, to award any item, group of items, or total bid, and to waive informality or technical defects, if it is deemed to be in the best interest of the City of Meriden.

No bidder may withdraw their bid within sixty (60) days of the date of the bid opening.

Wilma C. Petro, CPPB, C.P.M.  
Purchasing Officer  
City of Meriden, CT 06450-8022

Dated: September 25, 2016



PURCHASING DEPARTMENT  
ROOM 210 CITY HALL  
142 EAST MAIN STREET  
MERIDEN, CONNECTICUT 06450-8022

WILMA C. PETRO, CPPB, C.P.M.  
PURCHASING OFFICER

PHONE 203-630-4115  
FAX: 203-630-3852

Shall Be Submitted With Bid

**NON-COLLUSIVE BID STATEMENT**

BID FOR: B017-18 AVON C50 PROTECTIVE MASKS FOR THE MERIDEN POLICE DEPARTMENT

The undersigned bidder, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

- (1) The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition, and;
- (2) the contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

The undersigned bidder further certifies that this statement is executed for the purposes of inducing the City of Meriden to consider the bid and make an award in accordance therewith.

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Legal Name of Bidder

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Business Address

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Please Print Name and Title of Person Authorized to Sign

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Signature

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Date

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Phone Number

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Fax Number

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e-mail address

**REQUEST FOR STATUS AS A MERIDEN BASED BUSINESS B017-18**

Bidders are specifically advised that the City of Meriden has adopted Code 3-13A which requires, but is not limited to, a local preference requiring, in part, that a "City based business" shall mean a business with its principal place of business located within the boundaries of the City of Meriden. A business shall not be considered a "City based business" unless evidence satisfactory to the Purchasing Department has been submitted with each bid by said business to establish that it has a bona fide principal place of business in the City of Meriden. Such evidence may include evidence of ownership or a long term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business.

In determining the lowest responsible bidder, the Purchasing Department shall also consider the following:

1) Any City based business bidder which has submitted a bid not more than ten (10%) percent higher than the low bid.

Such City based business shall agree to accept the award of the bid at the amount of the low bid. The acceptance shall be submitted in writing to the Purchasing Department no later than the same time of the bid opening on the next business day following the opening of the bid.

If more than one City based business bidder have submitted bids not more than ten (10%) percent higher than the low bid and have agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one which has submitted the lowest bid.

This section shall not apply in those instances where the bid requested involves a cooperative purchasing arrangement between the City of Meriden and other municipalities or the State of Connecticut.

The bidder may submit any additional information he/she desires that he/she feels establishes the company as a city based business, including but not limited to; evidence of ownership, a long term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business.

1) Name of Bidder: \_\_\_\_\_

2) Meriden's Office Address: \_\_\_\_\_

3) Type of ownership: Minority owned: \_\_\_\_\_ Yes \_\_\_\_\_ No

4) If a corporation, where incorporated: \_\_\_\_\_

5) Former name (if applicable): \_\_\_\_\_

6) The undersigned hereby authorizes and requests any persons, firms, or corporations to furnish any information requested by the City of Meriden, in verification of the recitals comprising this Request for Status as a City Based Business.

Dated at: \_\_\_\_\_ this: \_\_\_\_\_ day of \_\_\_\_\_, 2016

Name of bidder: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

**IF REQUESTING STATUS AS A MERIDEN BASED BUSINESS, SUBMIT THIS FORM WITH YOUR PROPOSAL.**

## GENERAL INSTRUCTIONS AND CONDITIONS

B017-18

For:

AVON C50 PROTECTIVE MASKS

For:

MERIDEN POLICE DEPARTMENT

Sealed bids, subject to the general instructions, conditions and specifications as provided, will be received by the Purchasing Officer of the City of Meriden in Room 210, City Hall, Meriden, CT until:

October 7, 2016 , at 11:00 A.M. prevailing local time, and thereafter immediately opened and read in public.

### 1. PROPOSALS:

Proposals are to be submitted on the attached proposal forms. They must be submitted in a sealed envelope with a surety in the amount stipulated in the Invitation to Bid. When a Certified Check is the surety required only the following will be accepted: Certified Check, Money Order, Cashier's Check, Treasurer's Check, or Official Check. (Note- No surety required for this bid.)

The sealed envelope must have the Bidder's name and address in the upper left-hand corner and the words "BID DOCUMENT".

for: B017-18 AIR AVON C50 PROTECTIVE MASKS FOR THE MERIDEN POLICE DEPARTMENT

To be opened on October 7, 2016 at 11:00 A.M. in the lower left hand corner.

Bids must be made out and signed in the corporate or other, name of Bidder, and must be fully and properly executed by an authorized person.

Bids received later than the time and date specified will not be considered.

Amendments to or withdrawal of bids received later than the time and date set for the bid opening will not be considered.

All spaces must be filled in with figures or words or your bid may be automatically rejected.

Bidders or their representatives may be present at the bid opening.

### 2. PRICE:

Prices bid must include delivery without extra compensation.

3. TAXES:

The City of Meriden is exempt from the payment of all excise taxes imposed by the Federal Government, and the Sales and Use Tax of the State of Connecticut, such taxes should not be included in the bid price.

Exemption Certificates will be furnished, upon request, to the successful bidder.

4. AWARD:

The Purchasing Officer reserves the right to make an award on the bid which, by the Officer's judgment and recommendation from the

Chief of Police

following bid evaluations best meet the specifications and is deemed to be in the best interest of the City of Meriden.

The Purchasing Officer, upon the recommendation from the

Chief of Police

further reserves the right to reject any or all bids, in whole or in part, to award any item, group of items, or total bid, and to waive informality or technical defects, if, in their judgment, the best interest of the City of Meriden will be so served.

5. DELIVERY OR LOCATION:

Meriden Police Department, Attention: Officer Scully, 50 West Main Street, Meriden CT 06451.

6. GUARANTEE OR OTHER:

Certificate of Insurance is required for this bid. See bid for other requirements.

7. ADDITIONAL INFORMATION:

For additional information contact:

Purchasing Department Meriden, CT 06450 at (203) 630-4116

All questions should be sent to: [purchasing@meridenct.gov](mailto:purchasing@meridenct.gov)

**Addenda will be posted to the City website no later than three (3) days prior to bid due date. It will be the Bidder's responsibility to periodically check the City website ([www.cityofmeriden.org](http://www.cityofmeriden.org)) for updates regarding this bid.**

## **SPECIAL INSTRUCTIONS TO ALL BIDDERS FOR B017-18**

The City of Meriden is requesting pricing for one hundred forty (140) Avon C50 protective masks, the filter, the carry case and an additional 100 spare filters. The City intends to purchase all 140 Avon C50 protective masks, filter and carry case at one time. The 100 spare filters will be purchased in lots of approximately 25 per order. Pricing for the spare filters shall be valid for 2 years. No substitutions will be accepted. All items purchased shall have the longest expiration dates possible.

### **SIZING AND FIT TESTING:**

The City of Meriden Police Department requires that the successful vendor perform on-site sizing and fit testing for every officer. The City of Meriden currently has 124 certified officers. The Police Department runs 3 shifts: 7:00 AM – 3 PM, 3 PM – 11:00 PM and 11:00 PM – 7:00 AM. It is the vendor's responsibility to be at the Police Department at whatever hours are required in order to size each officer.

### **INVOICING:**

The City of Meriden requires a Purchase order number on all correspondence. Failure to include the Purchase Order number on all invoices may delay payment.

Invoice shall be sent to:

Meriden Police Department

Attn: Officer Scully

50 West Main Street

Meriden, CT 06451

### **CREDIT CARD AS PAYMENT:**

Please state on the Proposal Page if your company is willing to accept a VISA credit card (P-Card) as payment. There shall be no additional fee imposed for using a credit card as a form of payment.

### **EXTENSION OF AGREEMENT:**

Thirty days prior to the expiration of the resulting contract, the parties may, by mutual agreement, extend them for up to two (2) additional terms.

**END OF SPECIAL INSTRUCTIONS**

**PROPOSAL**

For:  
For:

B017-18 AVON C50 PROTECTIVE MASKS  
MERIDEN POLICE DEPARTMENT

Date of Opening: **October 7, 2016**  
**11:00 AM**, Local Prevailing Local Time

To: Wilma C. Petro, CPPB, C.P.M.  
Purchasing Officer  
Room 210 , City Hall  
Meriden, CT 06450-8022

The undersigned, \_\_\_\_\_, doing business in the City/Town  
of \_\_\_\_\_, in the State of \_\_\_\_\_, submits herewith, in  
conformity with the general instructions, conditions and specifications the following:

**1) AVON C50 PROTECTIVE MASKS, Complete with Filter and Carry Case, as specified:  
ESTIMATED QUANTITY: 140 EACH**

**PRICE PER EACH:**

\_\_\_\_\_ \$ \_\_\_\_\_  
Written Figures Dollars & Cents

**MANUFACTURER NAME/MODEL NUMBER:** \_\_\_\_\_

**STATE WARRANTY PERIOD:** \_\_\_\_\_

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**2) SPARE FILTERS, AS SPECIFIED: ESTIMATED QUANTITY: 100 EACH (25 per Order)**  
**(Price Bid for Spare Filters shall be valid for 2 calendar years)**

**PRICE PER EACH:**

\_\_\_\_\_ \$ \_\_\_\_\_  
Written Figures Dollars & Cents

**MANUFACTURER NAME/MODEL NUMBER:** \_\_\_\_\_

**STATE WARRANTY PERIOD:** \_\_\_\_\_

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**3) COST FOR SITE VISITS TO SIZE EACH OF THE OFFICERS:**

**LUMP SUM PRICE OF:**

\_\_\_\_\_ \$ \_\_\_\_\_  
Written Figures Dollars & Cents

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**ANTICIPATED LEAD TIME:** \_\_\_\_\_

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WILL YOUR COMPANY ACCEPT A P-CARD AS PAYMENT? Yes \_\_\_\_\_ No \_\_\_\_\_

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PAYMENT TERM DISCOUNT: \_\_\_\_\_ % net \_\_\_\_\_

DOES THIS DISCOUNT APPLY WHEN PAYING WITH A P-CARD? Yes \_\_\_\_\_ No \_\_\_\_\_

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Receipt of Addenda is Acknowledged:

No.: \_\_\_\_\_ Dated: \_\_\_\_\_

No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Zip Code \_\_\_\_\_

By: \_\_\_\_\_

Name (Please Print or Type)

Title

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

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**PLEASE NOTE:** All spaces must be filled in with figures or words or your bid may be automatically rejected. Attach your these Proposal Pages, Non-Collusive Bid Statement, any other requirements of this bid and if applicable, the Request for Status as a Meriden Based Business.

## INSTRUCTIONS TO BIDDERS AND STANDARD TERMS AND CONDITIONS B017-18

### 1. Receipt and Opening of Bids:

a. The City of Meriden, Connecticut, (herein called the "City"), invites bids on the forms attached hereto, all blanks of which shall be appropriately filled in. Separate sealed proposals will be received by the Purchasing Officer, or authorized Representative, in Room 210, City Hall, Meriden, Connecticut, 06450-8022 until the time and date stated in the Invitation to Bid. Bids shall then be publicly opened and read aloud.

b. All Proposals shall be submitted in sealed opaque (non-see through) envelopes clearly labeled with the Bidder's name, address, and the name of the Project for which the bid is submitted. The words "BID DOCUMENT" must appear on the envelope and the time and the date to be opened. If mailed, the sealed envelope containing the proposal, marked as described above, shall be enclosed in another envelope properly addressed for mailing. No responsibility will be attached to any City Representative or employee for the premature opening of a Bid not properly addressed and identified.

### 2. Preparation of the Bid:

Each bid shall be submitted on the proposal form included. Proposals shall be signed by the Proposer and all blank spaces for bid prices, manufacturer, model number, delivery, etc., shall be filled in ink or typewritten, both in words and figures. No change shall be made in the phraseology of the proposal or in the items and requirements of the specifications, all addendum (addenda) thereof.

### ~~3. Bid Surety: THERE IS NO SURETY REQUIRED FOR THIS BID~~

~~a. Each bid shall be accompanied by the surety, in the form and sum stipulated in the Invitation to Bid. When a CERTIFIED CHECK is the surety, only a Certified Check, Money Order, Cashier's Check, Treasurer's Check, or Official Check will be accepted. The bid will automatically be rejected for anyone submitting a surety other than those specified. Failure to provide surety shall result in the rejection of your Bid.~~

~~b. Surety will be returned to all, except the successful bidder(s). Promptly after the successful bidder(s) delivers the item(s), their surety will be returned.~~

~~c. Should the City not issue a Notice of Award within the number of calendar days stipulated in the Invitation to Bid, after the date of the actual opening of bids, the City, upon the request of the bidder(s) shall return surety.~~

~~4. The successful bidder may substitute a new Certified Check, a Performance Bond or Supply Bond in an amount equal to Five Percent (5%) or more if stipulated in the Bidding Documents of the total dollar amount to the actual bid awarded. This may be especially beneficial if your original surety covered more items or services than you are awarded.~~

### 5. Liquidated Damages:

The successful bidder, upon his/her failure or refusal to deliver the item(s) or perform the service(s) within the time requested, or offered, shall forfeit to the City, as liquidated damages for such failure or refusal, an amount equal to the surety deposited with his/her bid. Such forfeiture shall not be considered a penalty, but liquidated damages to compensate the City for the loss or deprivation of such necessary item(s) or service(s).

6. Qualifications of Bidder:

Bidders shall be regular dealers in the item(s) or service(s) specified. The City may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, provide the item(s) or service(s). The bidder shall furnish to the City all such information and data for the purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligation of the bid and to complete the work contemplated therein. Conditional bids may not be accepted.

Bidders claiming status under Local Preference are hereby required to submit with their bid an additional form, and attach it to the proposal pages, titled "Request for Status as a Meriden Based Business."

7. Addenda and Interpretations:

No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the Purchasing Officer, via email to: [purchasing@meridenct.gov](mailto:purchasing@meridenct.gov) or faxed to 203-630-3852.

**Addenda will be posted to the City website no later than three (3) days prior to bid due date. It will be the Bidder's responsibility to periodically check the City website ([www.cityofmeriden.gov](http://www.cityofmeriden.gov)) for updates regarding this bid.**

No request shall be honored if less than seven (7) calendar days prior to the date fixed for the opening of bids. Any and all such interpretations, and any supplementary instructions, will be in the form of a written Addenda to the specifications which, if issued, will be e-mailed, or faxed or sent via USPS Certified Mail to all prospective bidders at their respective e-mail addresses, faxes or mailing addresses furnished for such purpose, not later than three (3) days prior to the date fixed for the opening of proposals. Failure of any bidder to receive any such Addenda or interpretation shall not relieve any bidder from any obligations under this bid as submitted.

8. Subcontractors:

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontractor award cannot be given by the City unless and until the successful bidder submits all information and evidence to the City regarding the proposed subcontractor requested by the City. Although the bidder is not required to attach such information and evidence to the bid, the bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

9. Withdrawal of Bids:

Bids may be withdrawn personally or on written request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening, provided that written confirmation of a facsimile request, is placed in the mail and postmarked prior to the time set for the bid opening. Negligence on the part of the bidder in preparing the bid confers no right of withdrawal or modification of the bid after such bid has been opened.

10. Method of Award – Lowest Qualified Bidder:

- a. The Purchasing Officer reserves the right to make an award on the Bid which, by the Officer's judgment and recommendation from the User Department following Bid evaluations, best meets the Specifications and is deemed to be in the best interest of the City of Meriden.

b. City of Meriden – Local Preference:

Bidders are specifically advised that the City of Meriden has adopted Code 3-13A, which requires, but is not limited to, a local preference requiring, in part, that a “City Based Business” shall mean a business with its principal place of business located within the boundaries of the City of Meriden. A business shall not be considered a “City Based Business” unless evidence satisfactory to the Purchasing Department has been submitted with each bid (forms are included in the bidding documents) by said business to establish that it has a bona fide principal place of business in the City of Meriden. Such evidence may include evidence of ownership or a long-term lease of real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business.

In determining the lowest responsible bidder, the Purchasing Department shall also consider the following:

- 1) Any City Based Business bidder who has submitted a bid not more than ten (10) percent higher than the low bid.

Such City Based Business shall agree to accept the award of the bid at the amount of the low bid. The acceptance shall be submitted in writing to the Purchasing Department no later than the same time of the bid opening on the next business day following the opening of the bid.

If more than one City Based Business bidder have submitted bids not more than ten (10) percent higher than the low bid and have agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be the one which has submitted the lowest bid.

This section shall not apply in those instances where the bid requested involves a cooperative purchasing arrangement between the City of Meriden and other municipalities or the State of Connecticut.

2) The Lowest Responsible Bidder:

a. A Contract will not be awarded to any corporation, firm or individual who is in arrears to the City of Meriden, Connecticut by debt, contract, firm or who is in default as security or otherwise by any obligation to the City of Meriden, Connecticut.

b. In the event that there is a discrepancy between price written in words and the price in figures, the price written in words shall govern.

c. The City reserves the right to increase or decrease the quantity of each item bid upon at the same bid price stated in the proposal form.

d. The delivery date may be a factor considered in awarding a bid and may result in an award to a vendor other than the lowest bidder.

e. The City reserves the right to correct any award erroneously made as a result of a clerical error.

f. The right is reserved to reject any or all bids, in whole or in part, to award any items, group of items, or total Bid, and to waive informality or technical defects, if it is deemed in the best interest of the City of Meriden.

11. Corrections:

Erasures of other changes in the bid must be explained or noted over the signature of the bidder.

12. Obligation of Bidder:

- a. At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the Specifications and other Bid Documents (including any addendum or addenda). The failure or omission of any bidder to receive or examine any form, instrument or document which has been sent to the address given by such bidder, or the failure of the bidder to familiarize themselves with the conditions relative to the specifications, shall in no way relieve any obligation in respect to the bid.
- b. The bidder is responsible for submitting a bid that will conform to all existing Federal, State of Connecticut, and City of Meriden Statutes, Ordinances, and Regulations. Attention is called specifically to the State requirement relative to the licensing of corporations and Registrations of partnerships and fictitious names.
- c. Where it is the intent of the specifications to describe a vehicle or a piece of equipment, the vehicle or equipment shall meet all State and Federal health, safety and environmental standards, as applicable. All parts and attachments not specifically described, but necessary to complete the equipment, shall be furnished conforming to the highest standards of quality workmanship provided by accepted engineering practices as indicated in the specifications, and shall comply with any applicable requirements of the Occupational Safety and Health Act (OSHA).

13. “Or Equal”

Whenever a material, article or piece of equipment is identified in the Bidding Documents by reference to manufacturers’ or vendors’ names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design, will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Purchasing Officer, and recommendation from the user agency or department, to be of equal substance and function.

14. Patents:

The Bidder shall hold and save the City and its’ officers, agents, servants, and employees harmless from liability of any nature or kind, including the cost and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the Bid, including its use by the City unless otherwise specifically stipulated in the Bidding Documents.

15. Payment:

- a. The City, unless stated otherwise in the Bidding Documents, will make payment to the vendor not less than thirty (30) days following delivery of the item(s) or service(s).
- b. Cash discounts offered shall be for at least a period of thirty (30) days, from date of delivery to be considered, otherwise, bids should be net.
- c. The City of Meriden is exempt from the payment of the excise taxes imposed by the Federal Government, and the Sales and Use Tax of the State of Connecticut, under Connecticut General Statute 12-412, such taxes shall not be included in the bid price.

16. Delivery Date:

All of the item(s) or service(s) shall be delivered to the location as indicated in the general instructions, in the number of calendar days from the date of the City’s Notice of Award as specified by the bidder on the Proposal Forms. (Reference Article Five).

17. A Contract shall not be awarded to any corporation, firm, or individual who is in arrears to the City by debt or Contract, or who is in default as surety or otherwise by any obligation to the City.

18. Termination:

The City may terminate the contract for cause.

19. Default Beyond Control:

The Bidder shall not be liable for damages or for default due to causes beyond his/her control and without his/her fault or negligence, provided the Bidder exercises due diligence in promptly notifying the City of conditions which will result in delay, and provided further, if the Bidder's delay is caused by the default of a subcontractor or supplier, such default arises out of causes beyond the default of both the Bidder and subcontractor or supplier, and without the fault of negligence of either of them, and the supplies or service(s) to be furnished by the subcontractor were not obtainable from other sources.

20. Quality:

All materials, equipment, and supplies shall be subject to rigid inspection. If defective material, equipment or supplies are discovered, the Bidder shall remove or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the City of Meriden will in no way lessen the responsibility of the Bidder, or release him/her from his/her obligation to perform and deliver to the City, sound and satisfactory materials, equipment or supplies, or allow the cost to be deducted from any monies due him/her from the City of Meriden.

21. Non-Collusive Bid Statement:

All Bidders shall be required to provide a signed Non-Collusive Statement with this bid on the form provided as follows:

a. The bid has been arrived at by the Bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or completion, and

b. The Contents of the Bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the Bid, and will not be communicated to any such person prior to the official opening of the Bid.

22. Insurance:

The successful firm shall be required to provide a Certificate of Insurance indicating general liability, automobile liability, workers compensation liability and other coverages established by the City's Risk Manager.

23. Ethics:

The City of Meriden Code of Ethics, Sections 21-1 through 21-15 of the City Code, are incorporated herein by reference and the terms of the Code of Ethics shall constitute a part of any contract or agreement entered into by the City as a result of this Bid as if those terms were set forth in such contract or agreement.

Bidders are also advised that the Code of Ethics contains provisions with respect to paid contractors and former employees and officials. Copies of the Code of Ethics may be obtained from the City Clerk's Office.

**BIDDERS SHOULD NOTE THAT CONTRACTS, AGREEMENTS AND BIDS ENTERED INTO OR AWARDED IN VIOLATION OF THE CODE OF ETHICS, ARE VOIDABLE BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERIDEN.**

24. Awards in Case of a Tie:

In the event there are two or more responsible bidders, the decision will be based by the following, and in the following order:

1. The incumbent will be awarded the bid over that of another bidder.
2. In the case of a multi-item bid, if one bidder has been awarded other items from the same Bid and the other bidder has not, the bidder with the multiple awards will be awarded the bid over that of another bidder.
3. The bidder located in the State of Connecticut will be awarded the bid over that of another bidder.
4. By coin toss, the winner of the coin toss will be awarded the bid over that of another bidder.

25. Permit Fees:

The Contractor shall be responsible for obtaining all necessary permits required by the City of Meriden prior to commencement of work. Contact the Building Department at (203) 630-4091 for the required permits. The City of Meriden **WILL NOT WAIVE ANY PERMIT FEES.**

26. Assignment of Contract:

No contract may be assigned or transferred without the written consent of the Purchasing Officer or her designee.

27. City Hall Closing

If Meriden City Hall is closed for inclement weather, or any other unforeseen event, bids will be due at the same time on the next business day that City Hall is open.

**INSURANCE REQUIREMENTS**

**B017-18**

Contractor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City Meriden as an Additional Insured on a primary and non-contributory basis to all policies except Workers Compensation and Professional Liability. All policies except Professional Liability should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best’s Rating of “A-“ VIII. In addition, all Carriers are subject to approval by the City of Meriden.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability	Combined Single Limit	
	Each Accident	\$1,000,000
Professional Liability	Each Claim or Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Umbrella (Excess Liability) Follow Form	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000

If any policy is written on a “Claims Made” basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Workers’ Compensation and Employers’ Liability	WC Statutory Limits	
	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

Original, completed Certificates of Insurance must be presented to the City of Meriden prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration date of the policies.