

**CITY OF NORWALK  
PURCHASING DEPARTMENT**



**SEALED RFPs MUST BE RECEIVED BY THE OFFICE OF THE PURCHASING AGENT, 125 EAST AVENUE NORWALK, CT 06851  
BY THE DATE AND TIME OF RFP OPENING**

<b>PROJECT NUMBER:</b>	4058
<b>REQUESTING DEPARTMENT:</b>	Economic Community Development
<b>DATE OF RFP ISSUANCE:</b>	08/27/2020
<b>TITLE OF RFP:</b>	Tourism Branding and Marketing Initiative
<b>ELECTRONIC SUBMISSION DEADLINE:</b>	2:00 PM 09/10/2020
<b>HARD COPY SUBMISSION DEADLINE:</b>	2:00 PM 09/14/2020
<b>MANDATORY WALKTHROUGH:</b>	YES ( ) NO (X)
<b>DATE, TIME AND LOCATION OF WALKTHROUGH</b>	N/A
<b>TIME/DATE OF RFP OPENING:</b>	2:00 PM 09/14/2020
<b>RFP DEPOSIT REQUIRED: IF YES, AMOUNT REQUIRED</b>	YES ( ) NO (X)
<b>SUCCESSFUL BIDDERS ONLY: PERFORMANCE &amp; PAYMENT BOND REQUIRED: IF YES, AMOUNT REQUIRED</b>	YES ( ) NO (X)
<b>SUCCESSFUL BIDDERS ONLY: MAINTENANCE BOND REQUIRED:</b>	YES ( ) NO (X)

**ALL TERMS AND CONDITIONS, SPECIFICATIONS AND BID FORMS ARE ATTACHED HERETO.**

**NOTE: THE FOLLOWING DOCUMENTS WILL BE REQUIRED FOR A BID TO BE COMPLIANT**

1. BIDDER'S INFORMATION AND ACKNOWLEDGEMENT FORM
2. RFP FORMS, INCLUDING PRICING SHEETS AND ADDENDA ACKNOWLEDGMENT FORMS **(ONE ORIGINAL PLUS TWO (2) COPIES)**
3. EXCEPTIONS (IF ANY)

CITY OF NORWALK  
PURCHASING DEPARTMENT  
**NOTICE TO BIDDERS**

1. ALL RFPs WILL BE OPENED PROMPTLY AT THE ADVERTISED TIME OF OPENING. THERE WILL BE NO DELAYS OR POSTPONEMENTS WHICH ARE NOT PUBLICLY ADVERTISED. ANY RFP RECEIVED AFTER THE ADVERTISED TIME OF OPENING WILL NOT BE ACCEPTED.
2. IF A BIDDER USES A COURIER SERVICE FOR RFP DELIVERY, IT SHALL BE THE BIDDER'S RESPONSIBILITY THAT THE RFP REACHES THE PURCHASING DEPARTMENT BY THE DATE AND TIME SPECIFIED HEREIN.
3. ALL RFPs SUBMITTED TO THE CITY MUST BE IN A CLEARLY MARKED AND SEALED ENVELOPE. REFERENCE THE PROJECT NUMBER ON THE OUTSIDE OF THE ENVELOPE.
4. OBLIGATION OF BIDDERS:
  - a. AT THE TIME OF OPENING RFPs, EACH BIDDER SHALL BE PRESUMED TO HAVE INSPECTED THE SITES AND TO HAVE MADE HIM/HERSELF THOROUGHLY FAMILIAR WITH THE PLANS AND CONTRACT DOCUMENTS, INCLUDING ALL ADDENDA. THE FAILURE OR OMISSION OF ANY BIDDER TO RECEIVE OR EXAMINE ANY FORM, INSTRUMENT OR DOCUMENT SHALL IN NO WAY RELIEVE ANY BIDDER FROM ANY OBLIGATION IN RESPECT TO THEIR RFP.
  - b. EACH BIDDER MUST FULLY INFORM HIM/HERSELF OF THE CONDITIONS RELATING TO THE WORK WHICH WILL BE PERFORMED. FAILURE TO DO SO WILL NOT RELIEVE THE SUCCESSFUL BIDDER OF HIS/HER OBLIGATION TO FURNISH ALL LABOR AND MATERIALS NECESSARY TO CARRY OUT THE PROVISIONS OF THE CONTRACT DOCUMENTS AND TO COMPLETE THE CONTEMPLATED WORK. INASMUCH AS POSSIBLE, THE CONTRACTOR MUST, IN CARRYING OUT HIS/HER WORK, EMPLOY SUCH MEANS AND METHODS AS WILL NOT CAUSE ANY INTERRUPTIONS OR INTERFERENCE WITH THE WORK OF ANY OTHER CONTRACTOR.
5. TIME IS OF THE ESSENCE (IF APPLICABLE):
  - a. IF THE PROJECT IS NOT COMPLETED BY THE DATE SPECIFIED AS THE SUBSTANTIAL COMPLETION DATE IN THE CONTRACT ENTERED INTO BY THE CITY AND THE CONTRACTOR, THE CONTRACTOR WILL BE SUBJECT TO CONSEQUENTIAL AND/OR LIQUIDATED DAMAGES.

# CITY OF NORWALK

## PURCHASING DEPARTMENT

### GENERAL INFORMATION

#### 1. INTRODUCTION

The primary objective is to effectively partner with a firm to provide professional advertising, marketing, public relations, media planning and placement, website development, maintenance and overall communication strategy for a holistic Norwalk tourism platform. The requirements of this project are outlined in greater detail under Section 2 Scope of Work/Project Specifications.

#### 2. RFP DOCUMENTS

All RFP documents for this invitation 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 it for free from Adobe.

#### 3. ADDENDA

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

#### 4. BIDDER'S LIST

Bidder's list for this solicitation will not be published.

#### 5. QUESTIONS CONCERNING THIS RFP

All questions concerning this solicitation must be directed, via e-mail, to Sharon Conners, Purchasing Agent at [sconners@norwalkct.org](mailto:sconners@norwalkct.org). Please include the Project Number and Project Title in the subject line. The deadline for the submission of questions is 2:00 pm, September 3, 2020.

#### 6. SUBMISSION OF RFP

As of 03/16/2020, the Norwalk City Hall is closed to the public. The City of Norwalk is allowing for electronic submission along with hard copy submission. All participants **are required to submit both** by the said date and time. Hard copy submission must match electronic submission. The City of Norwalk has the right to reject any submission that does not meet this criteria.

All sealed electronic submissions must be submitted in Bonfire no later than September 10, 2020, at 2:00PM.

All sealed hard copy submissions should be submitted to the City of Norwalk's Purchasing Department no later than September 14, 2020 at 2:00 PM at the address listed below:

City of Norwalk Purchasing Department  
125 East Avenue, Room 202  
Norwalk, CT 06856-5125

# CITY OF NORWALK PURCHASING DEPARTMENT

## 7. SUMMARIES

A list of the proposing firms will be available any time after 5:00 pm on the day of the RFP opening at <http://www.norwalkct.org>. RFP results will not be provided over the phone.

## SPECIAL NOTES:

1. **IMPORTANT Submission Information:** As of 03/16/2020, the Norwalk City Hall is closed to the public.

As of 08/10/2020, a new interior Customer Service window opened inside City Hall that will help serve the public during the ongoing COVID-19 pandemic. The window is staffed by Customer Service representatives Monday – Friday from 9 a.m. – 3:00 p.m. Members of the public can walk-in and they must wear a mask/face covering. If you are planning to use the Customer Service window to drop off your submission, it is recommended to drop off the submission as early as possible since the team will be serving other customers.

It is still recommended to use a courier service (i.e. FedEx, UPS, USPS, DHL, etc.) to deliver the submission to the above address by the due date and time.

2. **Public Opening:** Per the City of Norwalk Purchasing Guidelines (<https://www.norwalkct.org/DocumentCenter/View/334/City-Procurement-Guidelines?bidId=> ) Bids shall be opened publicly by the Purchasing Agent or his designee, in the presence of one or more witnesses at the time and place designated in the Invitation for Bids. Receipt of Proposals. Proposals shall be opened so as to avoid disclosure of contents to competing proposers during the process of negotiation. A Register of Proposals shall be prepared in accordance with these Procurement Guidelines, and shall be open for public inspection after contract award. Due to Norwalk City Hall being closed to the public as of 03/16/2020 and you wish to hear the bid/RFP opening, please join us through a teleconference.

Access Number: (866) 640-4044 or (678) 302-3554

Participant Code: 968 704

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

CITY OF NORWALK  
PURCHASING DEPARTMENT

SECTION 1 – RESPONSE FORMS

**CITY OF NORWALK  
PURCHASING DEPARTMENT  
PROPOSER'S INFORMATION AND ACKNOWLEDGMENT FORM**

Proposer's Name

Street Address

City	State	Zip

Business Telephone:
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Email Address:
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Printed Name and Title of Individual Submitting Proposal

The undersigned acknowledges that the terms, conditions and specifications of this RFP are understood and unconditionally accepted.	
Signature	Date



# CITY OF NORWALK PURCHASING DEPARTMENT

## 1.1 PROPOSAL RESPONSE FORM

<b>Vendor Name -</b>		
<b>Address -</b>		
<b>Phone -</b>	<b>Fax -</b>	<b>Email -</b>
<b>Manager -</b>		<b>Fed ID#</b>

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project sites and has satisfied themselves as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

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

### A. PROPOSED FEES

<b>Total Lump Sum Fee</b>	\$	
<b>Total Lump Sum Fee in Writing</b>		

### B. CERTIFICATION

<b>Submitted By:</b>	<b>Signature:</b>
<b>Authorized Agent of Company (Name &amp; Title):</b>	
	<b>Date:</b>

C. 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	



# CITY OF NORWALK PURCHASING DEPARTMENT

## 1.2 STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

<b>1.</b>	<b>Number of years in business:</b>		
<b>2.</b>	<b>Number of personnel employed:</b>	<b>Part Time</b>	<b>Full Time</b>

<b>3. List six contracts of this type/size your firm has completed within the last four years:</b>			
Project	Date	Contact Person	Phone No.

**4. 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	PORTION/SECTION OF WORK

## CITY OF NORWALK PURCHASING DEPARTMENT

<p>5. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)</p>	general partnership		
	limited partnership		
	limited liability corporation		
	limited liability partnership		
	corporation doing business under a trade name		
	individual doing business under a trade name		
	other (specify)		
<p>6. 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</p>	<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?	<b>Yes</b>	<b>No</b>
	<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.)	<b>Yes</b>	<b>No</b>
<p>7. CT License/Registration Number:</p>			
<p>8. 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 <u>if different from what has been indicated on the response form</u>:</p>			
Business Name			
Address			
City, State & Zip			
Name of Agent			

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**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.

9. Your company may be asked to submit the following information relative to your company's financial statements prior to receiving an award. This information will not be part of the public bidding record and will remain confidential.

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)

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.

# CITY OF NORWALK PURCHASING DEPARTMENT

## 1.3 CITY OF NORWALK VENDOR RECORDS

If you have not done business with the City of Norwalk as a vendor, your business information needs updating or your City of Norwalk vendor record has not been updated over three (3) years. Please complete and include the latest Internal Revenue Service (IRS) W-9 Form with your submission. Here is the URL to the IRS website:

<https://www.irs.gov/forms-pubs/about-form-w-9>

## 1.4 CITY OF NORWALK VENDOR QUESTIONNAIRE – IT INFORMATION SECURITY



## City of Norwalk Vendor Questionnaire IT Information Security

Rev 5.20.20

1. **Third-Party Contact Information (please provide the POC for follow-up questions to this questionnaire):**  
Vendor Name, Address, Point-of-Contact Name, Phone Number and Email
2. **System and Equipment Access:** Will your organization need access to the City's information systems, technology equipment and/or network to perform the services? (Yes or No; if Yes, please explain. Note that a NO answer means you will solely use your own systems and networks to perform the service. )
3. **Description of Data:** Are you using data from the City in order provide the services/product to the City (Yes or No, if Yes proceed to 3.1)
  - a. What data is needed to provide the services/products to the City?  
*Example: Name, Social Security Number, Trade Information, Source Code, Payroll or Accounts Payable data, student or patient data, Law Enforcement data, any Personally Identifiable Information (PII), etc.*

**If your answers to Questions 2 and 3 are BOTH "NO", thank you for completing the IT Information Security Questionnaire.**

**If one or both Questions 2 and 3 are "YES" please complete the remaining questions.**

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4. **Description of Services/Products:** What services/products will your organization provide to the City?
  5. **Office Locations:** How many office locations does your organization have? *Please include the locations of your organization.*
  6. **Data Center Locations:** How many data centers does your organization utilize to provide services/products to the City? *Please include the locations of the data centers utilized by your organization.*
  7. **Business Entity:** What is your business entity type?  
*\*Example: Sole Proprietorship, Partnership, C Corporation, S Corporation, Limited Liability Corporation (LLC), Limited Liability Partnership (LLP)*
  8. **How many employees and contingent workers do you have in your organization?** Use a scale.

*\*Example: 1-10, 10-50, 50-100, 100-500, 500-1000, 1000 or more*

9. **Physical Access:** Does your organization need to be onsite or offsite to provide services/products to the City?

10. **Access to Data:** How is your organization accessing City data?

*\*Example: Is the data supposed to be sent to your organization via email or will the data need to be uploaded to an application?*

*\*Note: For third-parties that are providing an application to perform the services, please specify whether the application will be an internally hosted solution, cloud-based solution (i.e. SaaS, IaaS, PaaS), or a traditional web-based application (i.e. eBay, WebEx, online banking application)*

11. **Data Storage:** Does your organization outsource data storage or does your organization utilize its own databases to store data? Does your organization store data outside of the United States?

12. **Segregation of Data:** Does your organization's database structure allow segregation of sensitive client data?

13. **Independent Attestations:** Does your organization have independent attestations such as (i.e. ISO 27001, SSAE-18 SOC-1, SOC-2, PCI- DSS, ISO 9001)?

#### **14. Information Security**

- a. Does your organization have written information security policies and procedures (WISP)?
- b. How often are the information security policies and procedures reviewed and updated?
- c. Who in the organization is responsible for reviewing and updating the information security policies and procedures?
- d. Does your organization have privacy policies and procedures?
- e. How often are the privacy policies and procedures updated?
- f. Who in the organization is responsible for reviewing and updating the privacy policies and procedures?
- g. What methods of encryption are utilized for data at rest and in transit?
- h. Are the encryption methods utilized FIPS 140-2 approved?
- i. Does your organization utilize firewalls to filter incoming data and information from the internet into your company network?
- j. Does your organization perform penetration testing at least once per year to determine if unauthorized access to the computer network and malicious activity is possible externally?

- k. Does your organization perform vulnerability testing at least once per year in order to identify vulnerabilities within the internal network?
- l. Does your organization perform background checks on employees and contingent workers prior to onboarding them? Describe the nature of these background checks (ie, criminal, credit, international, etc).
- m. Does your organization utilize multi-factor authentication?
- n. Does your organization utilize scan cards or biometric scans to grant employees and contingent workers access to the building and data centers where data is stored?
- o. If offering a technology product, does the organization utilize software development life cycle (SDLC) or Agile to build and maintain technological product?
- p. Does the technological product undergo information security testing and quality assurance testing prior to deployment?
- q. Does the Vendor provide annual Cybersecurity Awareness training to their employee?
- r. Does the Vendor provide annual phishing simulations for their employee?
- s. Have users been educated on how to report suspected security violations or vulnerabilities?
- t. Does the Vendor have an employee identified as the Chief Information Security Officer?
- u. Are all the Vendor laptops encrypted?
- v. Are all Vendor computers (workstations, notebooks) required to join the Company's domain and receive Group Policies?
- w. Does the Vendor meet the NIST 800-63 password guidelines?

## **15. Risk Management**

- a. Does your organization have an enterprise risk management framework implemented at your organization?
- b. Does your organization have documented enterprise risk management policies and procedures?
- c. Who in the organization is responsible for reviewing the enterprise risk management policies and procedures?
- d. Does your organization utilize an outside third-party to provide services/products to the client?
- e. Does your organization have a third-party risk management program (TPRM)?
- f. Does your organization include right-to audit clauses in contracts with third-parties?

- g. Does your organization have a certificate of insurance (COI)? *Please attach a copy of your COI.*

**Business Continuity/Disaster Recovery**

- a. Does your organization have a business continuity plan?
- b. How often is the business continuity plan updated?
- c. Does your organization conduct business continuity tests once per year?
- d. Does your organization have a disaster recovery plan?
- e. How often is the disaster recovery plan updated?
- f. Does your organization conduct disaster recovery tests once per year?
- g. Does your organization have business continuity and/or disaster recovery sites?
- h. Are the business continuity/disaster recovery sites located in the United States or outside the United States? *Please include the locations of business continuity/disaster recovery sites?*



## SECTION 2 – SCOPE OF WORK / PROJECT SPECIFICATIONS

## 2.1 Introduction

The primary objective is to effectively partner with a firm to provide professional advertising, marketing, public relations, media planning and placement, website development, maintenance and overall communication strategy for a holistic Norwalk tourism platform. The firm must be responsive to advertising effectiveness, tracking studies, drive social media efforts and develop strategic promotional plans.

## 2.2 Background

In 2019, the City of Norwalk established a new organizational structure that included a new Department of Business Development & Tourism. Though Norwalk has a plethora of tourism assets and institutions including the Maritime Aquarium, Stepping Stones Children's Museum, Lockwood Mathews Mansion, Cranbury Park, Calf Pasture Beach, and a number of walking and biking trails, it has yet to be marketed and promoted in a holistic strategy. The City of Norwalk is seeking a qualified marketing and promotional firm to create a tourism brand for the City of Norwalk. The selected firm would then create a website, promotional materials, and a suggested campaign which can then be further funded in coming years to attract visitors to the City.

Norwalk already has a small business marketing and promotion asset that allows all businesses in the City to update their information, share new and exciting news, and contribute to an events calendar as a free business support tool. Though the current asset focuses on small businesses in the City it fails to highlight neighborhoods, packaging of options, larger tourism assets, and a storyline. This was purposeful as it was not the previous brands intent. Ideally this new tourism brand and website will integrate the previously created asset. If a visitor was to search for Norwalk the tourism site would populate and within that site, on a separate tab or page, could direct the user to small businesses through the already created asset. We see the previous asset as a small component of a much larger brand and picture of Norwalk as a great place to visit, work, and live.

## 2.3 Scope of Services

1. Brand Creation – the consultant will be responsible for a new tourism brand for the City of Norwalk. This is including but not limited to a name, logo, color schemes, relative domain names, and social media handles.
2. Website Development – the consultant will be responsible for a new website that will serve as a tourism hub for the City of Norwalk. This will include but is not limited to a link to the small business website that is existing, a calendar, transit options, tourism packages, neighborhood highlights, places to stay, attractions, events, and things to do. The website must be mobile friendly as an end goal in years to come will be to have an iPhone and Android compatible Application potentially in Year 2.
3. Photography – though the City has some professional photography available many are outdated and are not representative of the entirety of Norwalk. The consultant will be responsible for taking neighborhood photos and all other photography deemed necessary by the consultant for purposes of the website, branding, and promotion.
4. Social Media Development – the consultant will be responsible for creating and managing social media. This includes creating accounts and managing and creating content in the beginning phases of the brand.

5. Brand and Website Launch – the consultant will be responsible for the website and brand launch. This should be paired with appropriate marketing and promotion to create brand awareness. This could include but are not limited to social media campaigns, press releases, and advertorials.
6. Promotion and Advertising Strategic Plan – the consultant will be required to provide an advertising and promotional strategic plan that includes descriptions, cost estimates, and durations if applicable. This will assist in the budgeting process going forward and also create a planned and effective strategy.
7. Print-ready Media – the consultant will be required to provide print ready media for pamphlets palm cards, signage, wayfinding signage, and banners that can be reproduced for the City’s use. These will be places in transit stations, public facilities, and at tourism stops throughout the state.
8. Promotion – the consultant will be responsible for promoting the finished product and brand across multiple outlets and platforms. This can include but is not limited to social media, press, video, advertisements, and print media. The means of promotion are in the consultant’s purview with departmental approval/involvement.
9. Reporting – the consultant will be responsible for reporting relative KPI’s to the City on a regular basis. This can be in the form of Google Analytics or by other means. There should be trackable impressions for any promotional campaigns should they be applicable.

## 2.4 Qualifications

The successful Firm must demonstrate experience in the following areas:

- Experience in the implementation of similar or related initiatives to ones contained in the scope of work
- Demonstrated creative approaches in regards to communication and marketing strategies
- Demonstrated relevant experience of the proposed key personnel in working with client groups that include state and governmental agencies and the general public
- Must be authorized to conduct business in the State of Connecticut

## 2.5 Proposal Submission Format

All responses to this RFP must be in sealed envelopes and marked with the RFP reference title, the RFP number, and due date and time. The Candidate’s name and address must appear on the envelope. Proposals should put forth full, accurate, and complete but concise information as required by this request. The City shall not be liable for costs incurred in the preparation of the response to this RFP or in connection with any presentation before a Selection Committee.

Firms should create their submissions in 8½” x 11” document size using a minimum 12 point font size, double sided. Proposals should be prepared simply and economically, providing a straightforward, concise description of the applicant's ability to meet the requirements of the RFP. Fancy bindings, colored displays, promotional materials, and so forth are not desired. We would like it if you could either staple or use a binder clip for your submitted proposals. Emphasis should be on completeness and clarity of content.

The City reserves the right to reject proposals/parts thereof or to solicit new proposal and award contracts as it deems tin its best interest. All proposals will remain property of the City. It is further

understood and agreed that all information included in, attached to, or required by the Request for Proposal shall be public record upon delivery to the City.

Original and copies proposals should be double-sided and secured by a binder clip or a staple.

To enable the City to compare the proposals received we ask that your proposal include the information specified below, the sequence listed, with each section of your proposal numbered to correspond to the numbers sequenced below.

Request for Proposal (RFP) shall include the following, **in this order**:

- A. LETTER OF TRANSMITTAL:** Clearly indicate the single contact (principal-in-charge), mailing address, email, telephone and facsimile numbers. Indicate unique features of the organization and the project team that makes the team uniquely suited to undertake this specific project.
- B. STRATEGIC PLANNING & EVALUATION:**
  - 1. Describe your agency's approach to strategic planning and the evaluation measures that are imposed during the process to ensure that the thinking generated and solutions presented best serve the interests of the client. (Limit to one page)
  - 2. Provide an explanation of how your agency measures/determines the effectiveness of advertising/marketing programs and campaigns including return on investment (ROI). (Limit to one page)
- C. RELEVANT EXPERIENCE:**
  - 1. Describe 2-3 examples of your firm's experience in marketing a product or service that translates well into marketing Norwalk as an ideal place for people to locate or visit. Highlight your agency's ability to generate a relevant strategy and effective communications that speaks to relevant audiences, particularly as it relates to your understanding of the "sweet spot" of various offerings in terms of the core consumers.
  - 2. Describe in what way you are familiar with the Norwalk's assets and opportunities.
  - 3. Provide samples of any of the following work completed by your agency. You may provide samples in electronic format (e.g. links, flash drive, etc.).
    - i. Trade print
    - ii. Digital/Online/Website
    - iii. Collateral
    - iv. Video and Photography
- D. CREATIVITY**
  - 1. Provide examples of your agency's creative work that cover an integration of communications efforts across a spectrum of disciplines and consumer touch points. You may provide samples in electronic format (e.g. CD or Flash Drive).
- E. DIGITAL/WEBSITE**
  - 1. Describe your experience and approach to website maintenance and content creation.
  - 2. Provide examples of other companies, businesses, or cities who you have partnered with on website support.
- F. MEDIA**
  - 1. Briefly outline your firm's overall media capabilities (traditional and non-traditional), e.g., media data/intelligence resources, planning, buying, implementation, monitoring, evaluation and overall stewardship of your client's funds. If all or a certain portion of

your clients' media is not planned or purchased by your firm, please indicate with whom your firm works in this regard.

**G. SCOPE OF SERVICES, AND PRICING:** The proposal shall clearly identify the Scope of Services for each initiative of the project and a unit cost for services for each initiative of the project. Where hourly rates may apply, a cost schedule of hourly rates for each job classification and job title and unit costs must be submitted for all items set forth in the proposal. All rates and fees will be fixed for the duration of the contract. Materials or services not listed but that may be required or are expected to be used by the consultant in performing the tasks related to the Agreement must be listed with the proposal. Job titles and classifications must be explained in terms of degree of responsibility, minimum qualifications, and expected scope of duties for the purpose of defining proposed schedule of hourly rates. Prices for expendables must be expressed as cost plus percentage mark-up. Overhead costs, including, without limitation, faxing, cellular phone air time, and computer processing time, must be borne exclusively by the consultant as a cost of doing business.

**H. KEY PERSONEL**

Identify the individuals from the firm who will be involved in the project and their responsibilities. Provide brief biographical data of the primary participant(s), including the Project Manager. Further, provide a separate list of the other key personnel of the proposed team setting forth the name of such persons and corresponding title.

**I. SUMMARY OF DEMONSTRATED EXPERIENCE.**

Describe the firm's projects and experience during the last three years that is similar to the work described in the Scope of Work or that proposer believes would be relevant in evaluating the firm's capabilities to perform the work, including:

- Contracts involving similar work performed by the firm and a list of personnel who worked under these contracts and will be performing the work covered by this RFP.
- Contract amount and brief, concise description of the services stated in the contract.
- Any extraordinary projects or problems or both encountered during performance of such contracts. Describe the complexities and innovative approaches used to solve such problems.
- Financial information to demonstrate the financial stability of the firm to successfully provide uninterrupted service for one year.
- Also, include all information and circumstances regarding any legal dispute resulting from services provided by the proposer for which settlements have been made.
- References. Include three appropriate references, a contact name, address, and telephone number. These references should be able to substantiate the proposer's ability to perform the work required.

The City shall rely on the accuracy and completeness of all information submitted in making its selection. As such, proposing firms are urged to carefully review all information submitted to ensure

the clarity, accuracy, and completeness of such information. As deemed necessary and appropriate, the City reserves the right to make any inquiries or other follow up required to verify the information provided

**J. FORMS:** Fully Completed Section 1-Response Forms

2.6 Selection Process

Proposals will be initially reviewed by a Selection Committee. The Selection Committee will select the two or three firms that best meet the City’s requirements. These firms will then be invited to represent their proposals to, and respond to questions from the Selection Committee.

Following this selection process, the Selection Committee will make a recommendation to the Common Council Committee. Approval to enter into a contract has to be authorized by the Norwalk Common Council.

The City of Norwalk reserves the right to reject any and all proposals submitted, to request additional information from all proposers and to negotiate with one or more of the finalists regarding the terms of this engagement. The City of Norwalk also reserves the right to retain the proposals, use any ideas contained in the proposals and is not obligated in any manner to reimburse the proposers for the costs incurred in connection with responding to this Request for Proposals.

The Selection Committee intends to recommend the firm that, in its opinion, best meets the City’s needs, not necessarily the firm with the lowest fees.

The anticipated selection schedule is as follows:

Advertise RFP		08/28/2020
Deadline for Questions	2:00 PM	09/03/2020
RFP Electronic Submission Deadline	2:00 PM	09/10/2020
RFP Hard Copy Submission Deadline	2:00PM	09/14/2020
RFP Evaluation		September 2020
RFP Interviews		September 2020
Common Council Committee Review		October 2020
Common Council Review		October 2020

2.7 Criteria for Evaluating Proposal Submissions

The City of Norwalk shall be responsible for reviewing the proposals 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 these criteria if it determines that to do so would be in its best interests.

- Extent and level of the proposed services being offered that can be implemented to ensure the success of the project.
- Qualifications & experience of the firm, concerning comparable municipal, governmental, and or private projects of similar size and scope as this project.
- Overall experience & expertise of the proposed project team and any other key personnel.
- Responsiveness and thoroughness of the proposal submission.
- Total years in business and financial stability of the firm.
- Recommendation from previous clients.
- Proposed Fees

## 2.8 Prime Proposer Responsibility

Firm's submitting proposals to this RFP may utilize the services of subcontractors. If subcontractors are planned to be used, this should be clearly explained in the proposal. The prime proposer will be responsible for the entire contract performance whether or not subcontractor is to perform.

All corporate information required in this RFP must be included for each proposed subcontractor. The proposal must also include copies of any agreements to be executed between the prime proposer and any subcontractors in the event of contract award. Under this RFP, the City of Norwalk retains the right to approve all subcontractors.

## 2.9 Key Personnel

The personnel and commitments identified on any proposer's proposal will be considered essential to the work to be performed under this RFP. Prior to diverting any of the specified individuals to other programs or changing the level of effort of the specified individuals, the proposer must notify the City of Norwalk fourteen (14) days in advance and will be required to submit justification, including proposed substitutions, in sufficient detail, to permit evaluation of the impact on the project. The proposer will make no deviation without the prior written consent of the City of Norwalk. Replacement of personnel will be with personnel of equal ability and qualifications.

Any employee of the proposer, who in the sole opinion of the City of Norwalk is unacceptable, shall be removed from the project pursuant to the request of City of Norwalk. The proposer will have Fourteen (14) Days to fill the vacancy with another employee of acceptable technical experience and skills subject to the written approval of the City of Norwalk.

## 2.10 Availability of Funds

The contract award under this RFP is contingent upon the availability of funds to the City of Norwalk for this project. In the event that funds are not available, any contract resulting from this RFP will become void and of no force and effect.

## 2.11 Payment & Invoices

The proposer will bill the City of Norwalk based on the submission of monthly invoices in a format to be determined by the City.

## 2.12 Termination for Default or for the Convenience of the Contracting Agency

Performance under this contract resulting from this RFP may be terminated by the City of Norwalk whenever;

The proposer, in the sole opinion of the City, is in default in the performance of the contract and shall fail to correct such default within the period specified by the contracting officer in a notice specifying default; or the contracting officer shall determine that termination is the best interest of the City of Norwalk.

Termination will be effected by delivery to the proposer of a notice to terminate, stating the date upon which the termination becomes effective. Upon receipt of the notice to terminate, the proposer shall:

- Stop all work
- Assign to the City of Norwalk all rights, title and interest in the work being developed;
- Deliver forthwith to the City of Norwalk all completed work and work in progress;
- Preserve and protect, until delivery to the City, all material plans, and documents related to this contract which, if the contract had been completed, would have been furnished to the City of Norwalk or necessary to the completion of the work

## 2.13 Negotiated changes

In the event negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect

## 2.14 Contract Agreement(s) and Contract Period(s)

The selected proposer will be required to agree to and sign a formal written contract between the City of Norwalk and the proposer, prepared by the Law Department of the City of Norwalk. A sample of the contract, is provided in a separate section to illustrate the type of contract the City will use to contract for this project.

It is the intention of the City of Norwalk to enter into an agreement for one (1) year with the option of two (2), one-year extensions for a potential total contract length of three (3) years. Any renewal is contingent upon satisfactory performance by the contractor and the City of Norwalk's desire to continue with these services.

## 2.15 Right of Set-Off

The undersigned bidder hereby authorizes the City to set off against monies payable hereunder by the City to the bidder, an amount equal to any unpaid real and personal property taxes and assessments (the collection of which is not barred by the State of Limitations), owing by the bidder to the City, including all interest and lien charges in connection with such paid taxes.

## 2.16 Duration of Proposals

Proposals will remain in effect for a period of ninety (90) days from the deadline for submission of the proposal

## 2.17 Acceptance of RFP Content

Provisions of this RFP and the contents of the successful response will be used to establish final contractual obligations. The City retains the option of canceling the award if the successful Respondent



fails to accept such obligations. The City and the successful Respondent shall enter into a written contract for the work to be performed.

It is understood that this RFP and the Respondent's proposal shall be attached and included by reference in a contract signed by the City and the successful Respondent.

**This RFP is not an offer:** Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the City of Norwalk or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The fully executed contract document will represent the entire agreement between the proposer and the Department and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the contract until the contract has been accepted and approved by the City's Corporation Counsel and fully executed by all parties.

### 2.18 Insurance Coverage Requirements

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.

The insurance obligations under this agreement shall be (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this agreement, whichever is greater.

#### 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, advertising 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.

**Errors and Omissions/Professional Liability:** With respect to any damage caused by a negligent act, error, or omission of the Contractor, the Contractor shall carry minimum One Million Dollars (\$1,000,000) coverage per claim and in the aggregate.

**"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.

2.19 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. Additionally, the terms of the final contract may vary at the City’s option and, this sample agreement has been included to provide you with the general contract terms and conditions typically utilized by the City in the hiring of an independent contractor for consultant services*

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

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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”).

**WITNESSETH:**

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 annexed hereto and incorporated herein as **Exhibit**

2, 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 \_\_\_\_\_, a copy of which annexed hereto and incorporated herein as **Exhibits 1**. 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 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**

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.

#### 6. **INSURANCE AND INDEMNIFICATION**

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.

The Contractor shall indemnify, defend and save harmless the City, its officers, agents and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including attorneys' fees, on account of any injury or damage to or destruction of property, or any loss, cost, expense or other aggravement, which is due, related to or in any way connected with the negligent, willful or wanton performance of this Agreement by the Contractor, its employees, representatives, agents, or subcontractors. This provision shall include all losses, costs, and damages which the City may suffer as a result of a defect in any plan, drawing, design, or specification prepared, acquired, or used by the Contractor, or as a result of any negligent supervision of its services by the Contractor. The Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, and proceedings. The provisions of this section shall survive the expiration or early termination of this Agreement; shall be separate and independent of any term or requirement hereof; and shall not be limited by reason of any insurance coverage.

## 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. 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.

G. 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.

H. During the performance of this Agreement, the Contractor agrees not to discriminate nor to permit any discrimination against any employee or applicant for employment because of race, color, religion, age, sex, gender identity or expression, marital status, national origin, sexual orientation, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability including, but not limited to blindness, unless it is proven that the disability or characteristic prevents proper performance of the work involved.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

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

O. The Contractor represents to the City as follows:

i) 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;

ii) 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;

iii) 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

iv) 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 two (2) 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.

The insurance obligations under this agreement shall be (1) all the insurance coverage and/or limits carried by or available to the Architect; or (2) the minimum insurance coverage requirements and/or limits shown in this agreement, whichever is greater.

### 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 One Million Dollars (\$1,000,000) per claim limit and One Million Dollars (\$1,000,000) 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 a negligent act, error, or omission of the Architect, the Architect shall carry minimum One

Million Dollars (\$1,000,000) coverage per claim and in the aggregate. With respect to any damage caused by a negligent act, error, or omission of the Architect's subconsultants, the subconsultants shall carry minimum Two Million Dollars (\$2,000,000) coverage per claim and in the aggregate.

**"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.

### **SECTION 3 - GENERAL INFORMATION**

**NOTE: SECTION 3 - GENERAL INFORMATION** contains the City's Standard Terms and Conditions. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 08/08/2013, or later on file you may obtain a copy over the Internet at <http://www.norwalkct.org>. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe.

Document number 1002. <http://www.norwalkct.org/documentcenter/view/868>



**SECTION 4**  
**NOT APPLICABLE**

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## 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>