

**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**

PROJECT NUMBER:	4196
REQUESTING DEPARTMENT:	Planning and Zoning
DATE OF RFP ISSUANCE:	04/01/2022
TITLE OF RFP:	Affordable Housing Plan Consultant Services
ELECTRONIC SUBMISSION DEADLINE:	2:00PM 04/27/2022
HARD COPY SUBMISSION DEADLINE:	2:00 PM 04/29/2022
MANDATORY WALKTHROUGH: DATE, TIME AND LOCATION OF WALKTHROUGH	YES () NO (X) N/A
TIME/DATE OF RFP OPENING:	2:00 PM 04/29/2022
RFP DEPOSIT REQUIRED: IF YES, AMOUNT REQUIRED	YES () NO (X)
SUCCESSFUL BIDDERS ONLY: PERFORMANCE & PAYMENT BOND REQUIRED: IF YES, AMOUNT REQUIRED	YES () NO (X)
SUCCESSFUL BIDDERS ONLY: MAINTENANCE BOND REQUIRED:	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 TWELVE (12) 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 THROUGLY 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 CONDITONS 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. INSASMUCH 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 City of Norwalk is requesting proposals from qualified consultants to produce the Affordable Housing Plan. 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. Please include the Project Number and Project Title in the subject line. The deadline for the submission of questions is 2:00 pm, April 13, 2022.

6. SUBMISSION OF RFP

The City of Norwalk is requiring 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 and will be the official accepted 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 April 27, 2022, at 2:00PM.

All sealed hard copy submissions should be submitted to the City of Norwalk's Purchasing Department no later than April 29, 2022 at 2:00 PM at the address listed below:

City of Norwalk Purchasing Department
125 East Avenue, Room 211
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 [Purchasing-Bid Postings](#). RFP results will not be provided over the phone.

SPECIAL NOTES:

1. **IMPORTANT Submission Information:** 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. If 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

<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; text-align: center;">City</td> <td style="width: 33%; text-align: center;">State</td> <td style="width: 33%; text-align: center;">Zip</td> </tr> </table>	City	State	Zip
City	State	Zip	

Business Telephone:

Email Address:

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

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1.1 PROPOSAL RESPONSE FORM

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

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project 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 (Includes all Direct Expenses (auto, postage, etc. & Other Expenses)

#	FEE DESCRIPTION/CATEGORY	FEE AMOUNT \$
1.	Professional Services	
2.	Contingency Fee	\$10,000.00
3.	TOTAL LUMP SUM FEE (Items 1-2)	
Total Lump Sum Fee in Writing (#3)		

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B. CERTIFICATION

Submitted By:	Signature:
Authorized Agent of Company (Name & Title):	
	Date:

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	

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1.2 STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1.	Number of years in business:		
2.	Number of personnel employed:	Part Time	Full Time

3. List six contracts of this type/size your firm has completed within the last four years:			
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

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<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?	Yes	No
	<u>Out-of -State corporations</u> - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	Yes	No
<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 after your responding to this bid request.

10. Identify your businesses' supplier diversity classification and provide certification

DIVERSITY CLASSIFICATION	CHECK ALL THAT APPLY
Women Business Enterprise (WBE)	
Minority Business Enterprise (MBE)	
Disadvantage Business Enterprise (DBE)	
Veteran-owned Small Business (VOSB)	
Small Business (SBE)	
Other (please explain)	

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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 INSURANCE

Insurance Agency Name:	Tel:
Agency Address:	Email:

1.5 CITY OF NORWALK VENDOR QUESTIONNAIRE – IT INFORMATION SECURITY

Information Technology Department



City of Norwalk Vendor Questionnaire

Rev 11.12.2021

- 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)

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.

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, ISO9001)?

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 (i.e., criminal, credit, international, etc).
- m) Does your organization utilize multi-factor authentication, Single sign-on (SSO), role-based access, or custom password policy?

- 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)?

16. 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 Project Overview

1. Scope and Goals of the Norwalk Affordable Housing Plan

The City of Norwalk Planning & Zoning Office is soliciting proposals to develop the Norwalk Affordable Housing Action Plan (the “Plan”) for the City to actively address the potential economic, environmental, and social equity impacts to Norwalk’s affordable housing needs. An Affordable Housing Plan is required by the State of Connecticut through State Statute 8-30j and we intend to utilize the final product of this Request for Proposals to meet the requirements outlined in the State statute. The Housing Action Plan should provide comprehensive, and alternative, recommendations for targeted regulatory changes, strategic investments, and other tools.

Though Norwalk does not currently have an active Affordable Housing Plan in place, current affordable housing initiatives are based off of goals outlined in the 2019 Plan of Conservation and Development for the City. A previous plan for Conservation and Development resulted in our active Workforce Housing Regulation, adopted in 2007 and amended in Spring 2021. Both documents are linked below:

- [Norwalk-Citywide-Plan.pdf \(norwalkct.org\)](#)
- [Current Building Zone Regulations](#)

2.2 Current Workforce Housing Regulations

Regulations for Workforce Housing (copied from the City’s current Building Zone Regulations. These regulations are undergoing an update which we anticipate to be released adopted in the fall of 2022)

(1) All zoning permits for the construction of multi-family or mixed-use developments containing three (3) to nine (9) dwelling units, shall either include one workforce housing unit, affordable to households, earning no more than eighty percent (80%) of the state median income or be accompanied by an inclusionary zoning fee of ten dollars \$10.00 per one thousand dollars \$1,000 of residential construction cost, to be paid into a fund to be used to construct rehabilitate or repair affordable housing for individuals or families of lower income levels, whose annual income does not exceed 60% of the state median income.

(2) All zoning permits for the construction of multi-family or mixed-use developments containing ten (10) or more dwelling units shall designate: a) a minimum of ten percent (10%) of the total number of dwelling units as workforce housing units, affordable to households, earning no more than sixty percent (60%) of the state median income; or, b) a minimum of ten percent (10%) of the total number of dwelling units as workforce housing units, affordable to households earning no more than eighty percent (80%) of the state median income. In addition, these applications shall be accompanied by an inclusionary zoning fee of ten dollars (\$10.00) per one thousand dollars (\$1,000) of residential construction cost to be paid into a fund to be used to construct rehabilitate or repair affordable housing for individuals or families of lower income levels, whose annual income does not exceed 60% of the state median income. Developments that utilize this provision are not required to provide more than

one parking space per dwelling unit and may reduce recreation space to 100 square feet per unit. (Added effective 4-27-2018); and c) if the total number of workforce housing units required does not equal a whole number, the applicant shall either designate one (1) additional unit as a workforce unit or pay an inclusionary zoning fee of ten dollars (\$10.00) per one thousand dollars (\$1,000) of residential construction cost on the fractional remainder, to be paid into a fund to be used to construct rehabilitate or repair affordable housing for individuals or families of lower income levels, whose annual income does not exceed 60% of the state median income (Added effective 5-15-2021).

(3) Existing multi-family or mixed-use developments that do not contain designated workforce units and are proposing additional dwelling units shall comply with §118-1050 D1 or D2 for all proposed new residential construction (Added effective 5-15-2021).

(4) Any three-bedroom dwelling unit, designated as a workforce housing unit, complying with §118-1050 D2 or D3, may count each three-bedroom unit as two workforce housing units for purposes of complying with the ten percent (10%) requirement, provided that the aggregate number of three-bedroom dwelling units in such a development that are counted as two affordable dwelling units shall not exceed the aggregate number of market-rate three-bedroom dwelling units in such development.

(5) The workforce housing units shall be offered for sale or rent to workforce households, or to a municipal agency or a nonprofit housing agency, who shall offer the workforce housing units to workforce households, in accordance with the following priority designations: a) Existing tenants displaced by the proposed new development or the immediate past tenants that previously occupied any of the properties where existing housing units are to be removed. (Added effective 2-26-2016) b) Employees of the City of Norwalk and the Norwalk Board of Education; Residents of the City of Norwalk who have resided in the City of Norwalk a minimum of one (1) year prior to the issuance of a certificate of occupancy; and Persons employed in the City of Norwalk. c) All others.

(6) The annual income of workforce households shall be reviewed and certified by the Commission, or its designee, in accordance with a procedure established in advance and approved by the Commission.

(7) The Commission, or its designee, shall maintain a list of eligible workforce households in each category. Applicants shall be selected by lottery, conducted in accordance with a procedure established in advance of said lottery and approved by the Commission.

(8) The Commission, or its designee, shall exhaust all qualified applicants in a given category of priority before proceeding to a lower category of priority.

(9) The selected workforce household shall reside in the designated workforce housing unit.

(10) Workforce housing units for sale shall not exceed the maximum purchase price as calculated in accordance with the maximum housing payment calculations in set-aside developments as per Section 8-30g-8 of the regulations of Connecticut State Agencies, as adjusted for family size.

(11) Workforce housing units for rent shall not exceed the maximum monthly rent as calculated in accordance with the maximum housing payment calculations in set-aside developments as per Section 8-30g-8 of the regulations of Connecticut State Agencies, as adjusted for family size. However, within the CBD and SSDD, should household earning increase after initial tenancy, such unit shall be considered

to be in compliance with the provisions of this regulation, provided eligible household income does not exceed eighty (80) percent of state median income. [Amended effective 6-14-2019]

E. Bonus Provisions.

(1) Where the workforce housing units are located in one of the zones listed below and constructed on the same site and as an integral part of a new market rate development, the Commission shall allow an increase in the permitted number of dwellings (density) by not more than twenty percent (20%), provided that such bonus units shall comply with the bonus unit criteria shown below: [Amended effective 4-27-2018]

- Central Business Design District
- South Norwalk Business District
- Washington Street Design District
- Reed-Putnam Design District

Density Bonus Provisions	Maximum Household Income Criteria	Ratio of Bonus market rate units to Bonus Workforce Units
Up to additional 20% bonus density	60% of State Median Income	2 market rate: 1 workforce unit
	80% of State Median Income	1.5 market rate: 1 workforce unit

(2) Once the above criteria is met, the Commission shall allow an increase in the permitted number of dwellings (density) by an additional ten percent (10%), up to thirty percent (30%) maximum, provided that the bonus units may comply with the bonus unit criteria shown below:

Density Bonus Provisions	Maximum Household Income Criteria	Ratio of Bonus market rate units to Bonus Workforce units
Additional 10%	100% of State Median Income	1 market rate: 1 workforce unit

(2) In developments where such bonus units are proposed, the Commission shall modify the yard, building area and floor area ratio requirements of the zone in which the property is located, up to a maximum of ten percent (10%) and, permit one (1) additional story, solely where the applicant has demonstrated and the Commission determines that such modifications will not adversely affect adjacent properties or the public health, safety and welfare.

F. Additional standards.

(1) Workforce Housing Affordability Plan: Workforce housing units shall be reasonably dispersed throughout the development and shall contain, on average, the same number of bedrooms and the same quality of construction as the other units in the development, as detailed in an Affordability Plan submitted by the applicant. Such plan may allow for equity sharing. For properties located in the CBD or

SSDD, the plan should include a reference to the one (1) percent fee, based on residential construction cost, that is paid to the City of Norwalk, and placed into a fund to be used exclusively for the construction or rehabilitation of affordable housing for individuals of lower income levels or families whose annual income does not exceed sixty percent (60%) SMI. [Amended effective 6- 14-2019]

(2) Workforce housing units shall be developed simultaneously with or prior to the development of the other units.

(3) Workforce Housing Deed Restrictions: In order to maintain workforce housing units as affordable in perpetuity for workforce households, the following restrictions shall apply: a) Workforce housing units for sale shall be restricted by title to require that, in the event of any resale by the owner or any successor, the resale price shall not exceed the then maximum sales price for said workforce housing unit, as determined in accordance with Subsection D(10) above or the sum of the original purchase price and the cost of any documented fixed improvements made by the owner, whichever is greater. b) Workforce housing units for rent shall be restricted by title to require that the rents for said units shall not exceed the maximum rent as determined in accordance with Subsection D(11) above.

(4) Where these regulations result in a fraction, the result shall be rounded up to the nearest whole number. G. Location of workforce units. Workforce housing units shall be built on the same site as the proposed development, as provided herein. [Amended effective 2-27-2015]

Section 7.4 (D) Alternative Methods of Compliance

The City of Norwalk has an active Affordable Housing Trust Fund in which to collect the Fee-In-Lieu funds. The City is currently reviewing an ordinance that will create a mechanism for administering these funds in a transparent and equitable manner.

2.3 PURPOSE of the Plan

The purpose of the Norwalk Affordable Housing Action Plan is to assist the City in identifying the different level and type of affordable housing needed, while providing the City with guidance and direction on how to achieve that. The intent of the Plan is also to meet the State mandated 8-30j regulation and any updates to the regulation that are made during the planning process. There is currently a State Commission reviewing the requirements of the State mandated affordable housing plan, so we expect there will be changes to this RFP.

While "Affordable rental and home ownership units" is currently defined as housing that costs no more than 30% of a household's income as defined by the State of CT, Norwalk recognizes the role that the full spectrum of housing types can play in creating affordable housing for the municipality. Preservation and creation of affordable housing shall include but not be limited to programs designed to further

housing rehabilitation and/or development opportunities and those that are designed to directly assist homeowners and renters.

2.4 Plan Content

- An inventory of the City's existing housing and current conditions of the existing housing stock, including homeownership and rental housing, by type (e.g., single, two and three family; apartment buildings with 4-9 units; apartment buildings with 10 or more units) and unit size (e.g., number of bedrooms), and locational breakdown of these units within the municipality
- An analysis of housing cost and affordability, including but not limited to
 - Construction costs for different unit types.
 - Land and housing costs in different neighborhoods.
 - Rental costs throughout the municipality.
 - Homeownership costs and demographic breakdown throughout the municipality.
 - Homeownership Resale values for (single-family, townhouses, condominiums (the few in Norwalk)
 - Evidence or reports of overcrowding conditions.
 - Impact of housing cost differentials.
- Trends in housing costs, e.g., which neighborhoods saw the greatest increase or decrease in housing costs.
- Development trends - what types of housing are being produced, at which price points and where?
- An analysis on housing needs based on cost, unit size and type, including certain demographic subsets (e.g., senior housing, housing for people with disabilities, female-headed households).
- A projection of housing needs for the medium (next 5 years) and long-term (10 years).
- A comparison between housing trends and housing needs.
- An analysis of the City's housing programs and tools, including a gap analysis, their effectiveness in meeting goals and how well they are targeted towards housing needs and how they can be improved.
- Develop a desirable development scenario, based on the housing needs assessment and trends with input from the city, the public and other stakeholders, that:
 - Best practices for affordable housing implementation plans nationwide
 - Meets the identified needs to the largest extent possible.
 - Aligns with the City's 2019 Plan for Conservation and Development and plans for other areas, such as the East Norwalk TOD Study,
- Safeguards housing affordability and increases economic opportunity for current and future residents, e.g., strategies to protect market-rate affordable housing, etc.
- Based on the affordable housing scenarios, develop a comprehensive implementation strategy and timeline that should at least include:
 - Proposals for zoning and other regulatory changes that can be adopted.
 - A recommendation for streamlining the City's housing programs and their administration.

- Tools for maintaining housing affordability and enhance economic and educational opportunities.
 - Recommendations for reducing the cost of housing production - e.g., streamlining of approval processes, financing, lower construction costs.
 - A capital investment plan that lays out means for financing these investments, such as grants and public private partnerships.
 - Produce a Consolidated Plan and Analysis of Impediments consistent with all HUD requirements.
- Guidebook to affordable housing in Norwalk for residents and government officials.
 - A comprehensive database with all data analyzed including an extensive methodology and user guide that allows for a continuous update as part of the implementation tools.
 - Any additional guidance issued, or requirements mandated by the State of Connecticut in connection with Conn. Gen. Stat. 8-30j regulation during the Planning process. It is anticipated that the State will issue a model plan or other guidance/mandates within the next few months. Applicants should set aside a portion of the funds as a contingency, to cover the costs of any additional work.

2.5 Governance of the Study

- Consultant is responsible for gathering data and technical analysis utilizing the most recent data available.
- The City of Norwalk Planning & Zoning office coordinates study.
- Steering Committee: Consisting of various elected officials, government/non-profit employees within the Norwalk Housing sphere.
- Public comment from building owners, real estate community, and neighborhood groups to provide grass-roots input.

2.6 Study Timeline

- August/Sept. 2022: Kickoff Meeting
- Feb/March 2023: Review of the draft plan
- June 2023: Adoption of the Affordable Housing Plan

2.7 Background

a. Study Area

The City of Norwalk is a small city located on Long Island Sound, in Fairfield County, Connecticut. The City is broken into several neighborhoods, each with its own unique feel, architecture, and socioeconomic profile. The current population is just under 100,000 people. While historically, Norwalk has been made up of mostly single-family residences, as a suburb located on the Metro-North Rail Line, with direct access into New York City, development interest has resulted in the somewhat recent entrance of larger, multi-family rental and condominium units. Local development concerns relate to the

cost of land/housing, the intensification of density and the potential impacts as well as the impacts of sea level rise and potential flooding. Norwalk has a rich history and bright future.

b. Planning History

It is the public purpose and policy of the City of Norwalk, the Western Connecticut Council of Governments, and the State of Connecticut to achieve a diverse and balanced community with housing available for households of all income levels. Economic diversity fosters social and environmental conditions that protect and enhance the social fabric of the City and are beneficial to the health, safety and welfare of its residents and to the environmental quality and economy of the region.

The City of Norwalk's Planning & Zoning efforts are based off on the municipality's Plan for Conservation and Development. A new plan is issued every ten years which covers economic development, the City's housing stock, etc. A link to the plan is available here: [Norwalk-Citywide-Plan.pdf \(norwalkct.org\)](#).

Along with initiatives spearheaded by the Norwalk Planning & Zoning Office, Norwalk has a Housing Authority (the Norwalk Housing Authority) and Redevelopment Agency (the Norwalk Redevelopment Agency, who play a role in the development of affordable housing within the municipality alongside non-profit and for-profit development partners.

Finally, it should be noted that the City of Norwalk is currently undergoing a re-write of our Building Zone regulations. More information on the re-write is available here: [Norwalk, CT – Planning Site \(zonenorwalk.com\)](#)

2.8 Requirements and Deliverables

The Affordable Housing Action Plan [The Final Scope will be negotiated based on the creative approach submitted by the chosen consultant (team) and agreed upon by both parties]

The successful proposal to meet the goals outlined above will provide a creative approach and will include at least the following elements:

1. Public Involvement

- a. **Establish a Study Steering Committee.** The City shall establish a steering committee composed of local stakeholders to oversee the Plan. The purpose of the Steering Committee is to review and provide input and guidance in the development of the Plan. There will be periodic and scheduled meetings with the Steering Committee throughout the study process (proposal must include the number of meetings that you anticipate are needed to produce this plan).
- b. **Public Meetings.** Propose a number of meetings to give the public an opportunity to provide input to the consultant (team), as well as to review and comment on the draft and final plan.
- c. **Stakeholder Interviews.** Extensive interviews with all key stakeholders to ascertain their goals and, if possible, incorporate their goals and visions in the plan - the Planning & Zoning office will assist in identifying the key stakeholders.

- d. **Online Community Feedback Tools.** Extensive use of various community feedback tools to be shared following public meetings on local websites and social media to achieve a wide range of public engagement.
- e. Other Elements, as identified by the respondent.

2. Plan Contents

The Plan must, at a minimum, include the elements outlined in Section 2.4 of this document.

3. Timeframe

All deliverables are expected to be provided to the City of Norwalk Planning & Zoning Office by the successful team 12 months after the award of the contract.

4. Deliverables

The successful proposer shall provide the following deliverables to the City of Norwalk Planning and Zoning office for their use:

- Quarterly for the duration of the project: Written reports about the current status of the project, and progress made, including public engagement.
- The project website should be up and running no later than 3 months after the start date of the project. The hired consultant team will work with the Norwalk Tomorrow team to determine if a subpage is created on the Norwalk Tomorrow website for the Plan or if the Plan will have its own website.
- Professional testimony before local stakeholders, committees, commissions, and boards.

At the end of the project:

- A detailed report including maps, graphics, illustrations tables and other supporting material in electronic format.
- All raw data collected as part of this project, be it in tabular or other form (e.g., shapefiles, field notes).
- A database in a common format (to be determined) including methodology and user guide that allows for continuous update of key housing data by Planning & Zoning staff.
- Proposed regulations including but not limited to: Zoning Code Amendment Text, Local Ordinance(s), 2019 Plan of Conservation and Development Amendments to the Housing Element

2.9 Budget

The City of Norwalk expects to make available \$125,000.00 for consultant services to produce The Affordable Housing Plan. Within this budget, a contingency fund of \$10,000 should be set aside to cover any added costs associated with additional/unforeseen provisions required by the State.

2.10 Experience and Qualifications of the Consultant

This RFP solicits proposals from consultants or consultant teams regarding how to obtain the best results while utilizing their assistance in an effective community outreach program, and their technical skills in housing analysis, data analysis, urban planning, historic preservation analysis, land use and transportation modeling, and urban graphics.

The seven types of experience required are as follows:

- a. **Expertise in Housing (including HUD requirements), Real Estate Development and Economics**, including development and financing of affordable housing at all affordability levels for a wide variety of demographics as for-profit or not-for profit entity.
- b. **Community Outreach**. This element includes experience in: (a) identification of stakeholders; (b) developing and testing appropriate methods to obtain stakeholder participation; (c) developing other formats in which to obtain needed data; (d) serving as a neutral facilitator and team builder; (e) assisting with media relations; and (f) effective use of internet and social media to enhance public participation and engagement of the public and younger residents.
- c. **“Vision Quests.”** This element includes experience in: (a) working with the community in order to articulate community goals and future direction; (b) developing alternative scenarios in order to enable affected parties to understand the implications of different alternatives for the community.
- d. **Technical Planning Assistance**. This element includes experience in: (a) producing a vision-oriented Affordable Housing Plan while working as a team with City staff; (b) projecting community costs and benefits associated with alternative scenarios for its various elements; (c) utilizing the latest modeling techniques to develop a technically sound transportation and land use element; (d) developing workable solutions to environmental mitigation issues; and (e) developing acceptable capital investment and other implementation tools that will guide the City in its long-term decision process.
- e. **Urban Graphics Capabilities**. This element includes experience in using GIS and other appropriate computer assisted techniques to meet the following objectives: (a) expressing complex ideas and alternative scenarios in visual form for use in presentations and reports; (b) developing graphics to assist in adopting a Community Vision; and (c) presenting the various elements of the Affordable Housing Plan.
- f. **Flexibility**. Within a collaborative process there are many times when consultant assistance is vital to the success of the whole project, and it is not possible to plan for these situations at the time of negotiating the Scope of Work. Therefore, the successful consultant (team) will demonstrate that they are willing and able to adapt (within reason) to potential changes that may occur.
- g. **Creativity**. The key skill the City seeks in selecting consultant assistance is the proposals be creative. The City is not necessarily looking for a “cookie-cutter” approach to creating the Affordable Housing Plan, but rather for fresh and effective methods to use in developing a Community Vision-oriented Affordable Housing Plan that intends to meet the needs of current residents while also planning for the future growth of the City.

2.11 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, include page numbers and any blank pages must be watermarked "Intentionally Left Blank". 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 in 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**:

1. A statement of interest and qualifications to perform the services as described in the proposal. This statement must clearly identify the relevant work experience that would produce an understanding of the technical planning issues and permit satisfactory completion of all tasks described in this RFP.
2. A creative description of the proposed approach to be taken in providing the services and products called for in this RFP - the Selection Committee is especially looking for recommendations on how the City can best meet its goals for this study given the limits of the currently available funds (\$125,000.00), and importantly, a discussion of what tasks would be added if additional funds were to become available.
3. A list of all professional personnel to be involved in the project, including their position on the project, their primary responsibilities, and a brief description of their relevant experience. The people included on this list must be available and be the people who will do the work. This is especially important for the senior-level professional planners

The City reserves the right to interview and specify key staff members on this project.

4. References: Provide a list of three (3) current or previous clients in which your firm provides the same size and scope of services requested by the City within the past five (5) years. Highlight how it's directly related to City of Norwalk. The City, at its discretion may check references in order to determine the Offeror's experience and ability to provide services described in the

Scope of Work. All client reference information must be documented and verifiable. Reference contacts must be aware that they are being used as a reference and agreeable to City interview for follow up. References shall include the following, in this order:

- a. Client/Agency Name
 - b. Contact Name and Title (project manager role preferred), Telephone, and Email
 - c. Number of Projects Completed for Client/Agency
 - d. Project Names
 - e. Project Descriptions
 - f. Project Approach and Methodology
 - g. Year of Project and Length of Project
 - h. Project Budgets and Final Invoiced Amount
 - i. Contractor Personnel Assigned to Project and Project Role
5. Other Information: Provide any other information (Brochures and other exhibits) that you believe will assist the City of Norwalk in making its selection. Such information may be in this section of your proposal
 6. Forms: Fully Completed Section 1 – Response Forms

2.12 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:

RFP Evaluation	May 2022
RFP Interviews	May 2022
Common Council Committee Review	June 2022
Common Council Review	June 2022

2.13 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.

CRITERIA	WEIGHT
A clear understanding of this project’s scope, goals, and process, as well as a creative approach to the RFP.	15
Familiarity and experience with major land use, zoning, and transportation projects, as well as collaborative decision-making among stakeholder groups.	15
A demonstrated ability to do a wide range of tasks, including zoning, land use and transportation planning, community outreach, economic development, and other tasks identified within the RFP.	10
The successful consultant (team) must be available for both regular daytime meetings and evening meetings, with evidence of flexibility to meet the needs of the RFP that may change once the City’s needs are better identified. It is impossible for the city to plan for every possible situation; therefore, the consultant (team) must be flexible enough to deal with situations as they occur.	5
Evidence of capacity to do the work within the RFP while maintaining a quality process and product.	10
Evidence of timely and successful performance in similar projects, including references from employers of similar projects	10
Evidence that qualified personnel will be assigned to work on the various elements of the project.	10
Completion of all proposal requirements as stated above.	5
Additional Considerations (applicable only when not in conflict with state or federal guidelines) <ul style="list-style-type: none"> • Qualifications such as a SBE, DBE, MBE, WBE... (Section 1-Response Forms) 	5
Cost Proposal: Competitiveness of proposal fees in comparison to other proposals for this Plan.	5

2.14 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.

2.15 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.

2.16 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.

2.17 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.

2.18 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

2.19 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

2.20 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.

2.21 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.

2.22 Duration of Proposals

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

2.23 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.

2.24 Insurance Coverage Requirements

PROFESSIONAL SERVICES INSURANCE RIDER

As a provider of Professional Services, the Consultant 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 Consultant's policies.

The insurance obligations under this agreement shall be (1) all the insurance coverage and/or limits carried by or available to the Consultant; 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: With respect to all operations the Consultant performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and Employer's Liability limits of One Hundred Thousand Dollars (\$100,000) coverage for each accident, One Hundred Thousand Dollars (\$100,000) coverage for each employee by disease, Five Hundred Thousand Dollars (\$500,000) policy limit coverage for disease.

Commercial General Liability: With respect to all operations the Consultant 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 Consultant shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage.

Professional Liability: The Consultant shall provide Professional Liability Insurance covering errors and omissions. Such insurance shall be in an amount no less than \$1,000,000 each claim and \$1,000,000 Aggregate. Such insurance coverage shall remain in place for seven years after City's acceptance of Consultant's work, and if Consultant's insurance coverage is written on a "claims made" basis, such seven year requirement can be satisfied through a combination of an extended reporting period and tail coverage.

Acceptability of Insurers: The Consultant'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 better. Additionally, all carriers are subject to approval by the City of Norwalk.

Subcontractors: The Consultant shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein. All Certificates of Insurance shall be provided to the City's Corporation Counsel and to the City's Finance Department (Attn: Risk Manager) as required herein

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 Consultant to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Consultant 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 Consultant 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 Consultant's Services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Consultant 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, (excluding Workers' Compensation & Professional Liability, if included) required for the performance of the Services shall include the City as an Additional Insured with respect to the Consultant's activities to be performed under this Agreement. Consultant's insurance shall be primary and shall not seek contribution from any other insurance carried by the additional insured in the payment of a claim.

Waiver of Subrogation: Consultant hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers. This waiver of subrogation does not apply to Professional Liability coverage.

Certificate of Insurance: Prior to the commencement of services under this Contract, the Consultant shall furnish Certificate(s) of Insurance to the City. 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 provided prior to expiration but no more than fifteen (15) days after

policy renewal.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel and Finance Department (Attn: Risk Manager), 125 East Avenue, P.O. Box 5125, Norwalk, CT 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.

2.25 Sample Data Protection Rider

The following section is a sample of the City's standard data protection rider which may be applicable and based on the completed IT vendor security questionnaire. Please be advised that the substantive terms and requirements outlined therein may be revised only with the approval of Norwalk's Corporation Counsel.

INFORMATION PROTECTION AND DATA SECURITY RIDER

The Contractor agrees to the terms and conditions of this Information Protection and Data Security Rider ("Rider"). In the event of any conflict between the Agreement (including any other exhibits, schedules, riders, or hyperlinks to policies, terms or conditions referenced therein) and this Rider, the terms and requirements set forth in this Rider shall be controlling.

1.0. Definitions. Except as otherwise defined in the Agreement or this Rider, the following definitions shall apply:

1.1. "Access and Use" means access, receipt, use, disclosure, storage, handling and/or transmission.

1.2. "Applicable Law" means all applicable data protection, privacy and information security federal, state, local, and international laws, codes, regulations, rules and/or standards or binding restrictions governing the maintenance and processing of City Data, including, but in no way limited to, the Family Educational Rights an Privacy Act, 20 U.S.C. § 1232g, 34 C.F.R. 99, Health Insurance Portability Act of 1996, Pub. L 104-191, 110 Stat. 1936, Conn. Public Act No. 21-59, and Conn. Public Act 21-119.

1.3. "Authorized Users" means Contractor and those acting on the Contractor's behalf (e.g. employees, subcontractors and service providers) who have a legitimate business need to Access and Use City Data to enable Contractor to perform its obligations under the Agreement.

1.4. "City" means the City of Norwalk, including, without limitation, all its employees, departments, boards, commissions, committees, councils, taskforce, authorities, agencies, and other such governmental bodies thereof through which the City of Norwalk directly or indirectly operates or conducts business, whether created pursuant to statute, charter, ordinance, resolution, rule or otherwise. Without limiting the generality of the foregoing and by way of example and for purposes of clarity only, the term City shall include governmental bodies with independent boards or commissions such as the Norwalk Board of Education, Norwalk Parking Authority, Oak Hills Park Authority, and Norwalk Redevelopment Agency which the City of Norwalk indirectly operates or conducts business.

1.5. "City Data" means any and all documents, information and data: (i) that the City discloses, supplies, or provides the Contractor under, pursuant to, or in connection with the Agreement; (ii) the Contractor obtains, receives, or collects under, pursuant to,

or in connection with the Agreement; and/or (iii) that is maintained by the City, including, but in no way limited to, Protected Data, Marked or Labeled Data, or ITS Data.

1.6. “Data Breach” means any incident of Unauthorized Access and Use of City Data.

1.7. “Protected Data” or “Data Protection Laws” mean any information, including, without limitation, financial, student, medical, law enforcement or personal data, that is protected by Applicable Law. By way of example only, this term shall include an individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, social security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number, user name or electronic mail address, in combination with a password or security question that would permit access to an online account, unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation, any personally identifiable information subject to 34 C.F.R. 99, protected “health information,” as such term is defined in 45 C.F.R. 160.103, and personal information as defined in Connecticut Public Acts No. 21-59 and 21-119, as amended from time to time.

1.8. “Information Technology System” means all, and any combination of, information technology systems, software, computers, workstations, data and telecommunication systems, including all voice, data and video networks and communication lines, and other technology equipment used or held for use in connection with the operation of the City, including all databases, websites, e-commerce platforms, website content, and associated documentation used in connection with the operation of the City.

1.9. “ITS Data” means the Access and Use of City Data through the City’s Information Technology System.

1.10. “Marked or Labeled Data” means City Data marked or labeled by the City as “confidential” or “proprietary” or any similar designation, or if not marked or labeled or if disclosed orally, should nonetheless be construed or understood under the circumstances to be “confidential” or “proprietary” or any similar designation.

1.11. “Services” means all services, work, activities, deliverables, software or other obligations provided by Contractor pursuant to the Agreement.

1.12. “Unauthorized Access” means Access and Use either not permitted by or in breach of this Rider or not compliant with Applicable Law.

2.0. Applicability.

2.1. Except as otherwise provided herein, this Rider shall apply to the Access and Use of City Data by the Contractor in the course of performing its obligations under the Agreement. In the event that the Contractor has executed a Business Associate Agreement (“BAA”), the requirements and obligations of the BAA shall apply to the extent that a Data Breach involves a breach of the Health Insurance Portability and Accountability Act (“HIPAA”).

2.2. Contractor shall not permit Unauthorized Access of City Data. With respect to all Access and Use of City Data by an Authorized User, said Authorized User’s acts and omissions shall be deemed the acts and omissions of the Contractor for purposes of determining Unauthorized Access pursuant to the terms of this Rider.

3.0. User Access and Use of City Data.

3.1. Subject to the additional requirements set forth in Section 3.2., Contractor shall only allow an Authorized User to Access and Use of City Data.

3.2. Subcontractors and Third Party Datacenters:

3.2.1. Contractor may allow a subcontractor to Access and Use City Data on its behalf, provided the Contractor obtains commercially reasonable assurances that the subcontractor will appropriately safeguard the information. Without limiting the generality of the foregoing, Contractor shall require each of its subcontractors that Access and Use City Data on behalf of the Contractor to execute a written agreement obligating the subcontractor to comply with all the terms of this Rider, and Contractor shall promptly provide City with a copy of such written agreement upon request.

3.2.2. Contractor may store City Data on servers housed in datacenters owned and operated by third parties, provided the datacenter has executed a confidentiality agreement with the Contractor providing commercially reasonable assurances that the datacenter will appropriately safeguard City Data. Any Access and Use of City Data outside the United States is prohibited, and Contractor shall promptly provide City with a copy of such confidentiality agreement upon request.

3.2.3. Contractor shall remain liable for any act or omission of its subcontractors in violation of the obligations contained herein, specifically including compliance with all Applicable Laws.

4.0. Representations and Warranties.

4.1. Contractor represents and warrants that Contractor’s Access and Use of City Data shall be solely in the course of performing the Services under the Agreement, in compliance with the terms of this Rider and the underlying Agreement, and in compliance with all Applicable Law, including, but not limited to, Data Protection Laws.

4.2. The Contractor represents and warrants that it has implemented and covenants to at all times maintain commercially reasonable procedures and safeguards necessary to (i) ensure the confidentiality, availability, and integrity of City Data, (ii) protect the City against “hacker attack” or a “virus” introduced by a third party, cyber extortion or other cyber intrusions, (iii) comply with all Applicable Laws, including, but in no way limited to, Data Protection Laws (iv) ensure the security of City Data from any unauthorized access, and (v) protect and secure any and all hosts, networks, applications and physical premises used in any way to perform Contractor’s responsibilities under this Agreement.

5.0. Ownership and Confidentiality of City Data.

5.1. City Data shall at all times remain the property of the City. Except as provided in Section 5.2, the Contractor shall all times maintain confidential (i) all City Data, including, but in no way limited to, Protected Data, Marked or Labeled Data, and ITS Data, and (ii) all information and data created from Access and Use of City Data.

5.2. Section 5.1 shall not apply to City Data that strictly meets the following criteria: (i) information which is already known or independently developed by the Contractor; (ii) information in the public domain through no wrongful act of the Contractor; (iii) information received by the Contractor from a third party who was free to disclose it; (iv) information required to be disclosed by court order, or (v) when the City, by written directive of an authorized City representative, has expressly authorized the release of specific City Data from the confidentiality obligations set forth in Section 5.1.

6.0. Data Security.

6.1. Contractor shall at all times maintain and comply with a written Information Security Policy to protect and safeguard City Data (the “Data ISP”). The Data ISP shall include administrative, technical, and physical safeguards that utilize commercially available industry best practices, and meet or exceed the City’s security policies, procedures and requirements, and comply with Applicable Law. Contractor shall provide a copy of said Data ISP to the City’s Information Technology Department via email to helpdesk@norwalkct.org prior to commencing the Services under the Agreement.

6.2. Contractor shall maintain a Data Breach plan in accordance with the procedures required under its Data ISP and shall implement the procedures required under such plan on the occurrence of a Data Breach and in accordance with Applicable Law. If the Contractor believes or has knowledge of a credible imminent threat or the occurrence of a Data Breach, it shall provide a written report of the same to the City’s Information Technology Department by email to helpdesk@norwalkct.org within twenty four (24) hour of the occurrence (or discovery) thereof. The report shall identify the nature of the Data Breach event or threat, a list of the affected individuals and the types of data, and the mitigation and investigation efforts of Contractor. Contractor shall provide investigation updates to the City in a commercially reasonable manner, specifically including the names of any affected individuals who were not identified in the initial written report, but whose personal information was subsequently discovered to have been

compromised or potentially compromised. In the event the Data Breach concerns protected health information, as defined by HIPAA, Contractor shall comply with the breach requirements contained in the BAA. If the City determines that actions must be taken to comply with Applicable Laws, including, but not limited to, Data Protection Laws, Contractor shall fully cooperate with the City at Contractor's sole expense.

6.3. Contractor shall at all times maintain an information technology disaster recovery plan in conformity with industry best practices as part of its business continuity planning protocol with information technology recovery strategies designed to minimize disruption in the provision of the Services covered by the Agreement. The City reserves the right to require, at Contractor's sole cost and expense, third-party certification of the adequacy of Contractor's information technology disaster recovery plan in the event that the City determines, in its reasonable discretion, that it is appropriate in light of the Services covered by the Agreement.

7.0. Termination.

7.1 In addition to any termination rights otherwise provided for in this Agreement, this Agreement may also be terminated by the City in the event of a material breach of this Rider by the Contractor upon written notice of said breach and failure to cure the same to the satisfaction of the City within ten (10) days of said notice.

8.0. Insurance.

8.1. In addition to the insurance requirements required in this Agreement, Contractor shall maintain, at its own expense, cyber liability insurance with coverage of not less than \$4 million per occurrence/ \$8 million aggregate which shall include at a minimum coverage for (i) unauthorized access, which may take the form of a "hacker attack" or a "virus" introduced by a third party or cyber extortion; (ii) crises management, response costs and associated expenses (including legal and public relations expenses); (iii) breach of City Data; and (iv) loss of data or denial of service incidents.

9.0. Liability and Indemnification.

9.1. Contractor shall be liable for any of its acts or omissions (including the acts or omissions of its subcontractors, agents and employees) relating to the obligations in this Rider that result in a Data Breach. Contractor shall indemnify, defend and hold City, City elected officials, employees, and agents harmless from and against all liabilities, costs, damages, claims, and expenses relating to a Data Breach that arise from or in connection with Contractor's breach of the obligations contained in this Rider. The liability and indemnification obligations set forth in this Section 9 shall survive the expiration or termination of this Agreement.

10. Reporting.

10.1 On a basis not less frequent than annually, Contractor shall engage a third-party to perform an audit of Contractor's information security policies and procedures. Such report shall be available to the City upon request.

2.26 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. 02082022

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 02/08/2022 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>