



Purchasing Department  
Finance Group

March 21, 2017

**INVITATION FOR RFP**

The Norwalk Parking Authority is requesting proposals from qualified individuals/firms to submit a proposal for the preparation of a citywide Strategic Parking Plan (SPP).

<b>PROJECT NUMBER:</b>	<b>3728</b>
<b>DEADLINE :</b>	<b>2:00 PM, April 21, 2017</b>
<b>BID TITLE :</b>	<b>Development of a Parking Capacity Study and Strategic Parking Plan for the City of Norwalk, CT</b>

**RFP DOCUMENTS** are available upon receipt of this invitation (if not attached) 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 from Adobe.

The deadline for the submission of questions for this project is 2:00 PM, April 13, 2017. All questions must be submitted in writing to Benjamin Luce, Purchasing Agent, via e-mail to [bluce@norwalkct.org](mailto:bluce@norwalkct.org) or via fax to 203-854-7817.

Businesses, without fax or Internet access equipment, may contact the Purchasing Department at 203-854-7712 for any RFP information. Our fax number is 203-854-7817.

We would appreciate the courtesy of promptly advising us if you do not intend to respond. To properly maintain our records those firms who do not respond may be removed from our vendor records.

If, after review of the RFP documents, your firm is interested in performing the services specified, provide the information requested, sign and return the complete document, along with your detailed proposal, to the City of Norwalk Purchasing Department by the due date.

Sincerely,

Benjamin Luce  
Purchasing Agent  
City of Norwalk  
Ph 203-854-7712; Fax 203-854-7817; E-Mail – [bluce@norwalkct.org](mailto:bluce@norwalkct.org)

## **SECTION 1 - PROJECT SPECIFICATIONS**

### **1.0 BACKGROUND PROJECT OVERVIEW**

The following information should be of assistance in developing a proposal. If you have any questions, please contact Benjamin Luce, Purchasing Agent via e-mail at [bluce@norwalkct.org](mailto:bluce@norwalkct.org) or via fax at 203-854-7817.

The Norwalk Parking Authority seeks the development of a Parking Capacity Study and Strategic Parking Plan (the Plan) to provide a comprehensive, city-wide framework that helps to articulate and clarify a vision and approach for parking in the city of Norwalk. The Plan will serve to align policy-makers, city staff, residents, business and property owners, and all other stakeholders so that parking goals outlined in the Plan are shared and reflect a common vision for the city as a whole. The overall plan should explore innovative strategies and parking values from a variety of user's perspectives so that the implementation tools outlined in the plan can be used by all stakeholders to achieve the best parking plan possible. The plan will create strategies to benefit the business and residential communities and visiting public and offer solutions and best practices that will assist the city and the Norwalk Parking Authority.

For a firm to be considered for this engagement, one (1) Original and ten (10) copies of its proposal must be submitted to the City of Norwalk Purchasing Agent at the address below by the time and date noted on the page one of the RFP solicitation document. Also submit the proposal on a thumb drive/digitally.

**City of Norwalk**  
**Purchasing Department, Room 103**  
**Benjamin Luce, Purchasing Agent**  
**125 East Avenue, Norwalk, CT 06851**

The scope of the required services and other terms and conditions of this engagement are described in Section 1.2 of the attached Request for Proposals. The requested format and content of the proposals are described in Section 1.6. Proposals will be evaluated by the criteria set forth in Section 1.7.

Proposals will be initially reviewed by a Selection Committee. The Selection Committee will select the three or four firms that best meet the Parking Authority'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 Norwalk Parking Authority. The Norwalk Parking Authority expects to make its award recommendation in June or July 2017. Approval to enter into a contract must to be authorized by the Norwalk Parking Authority.

The Norwalk Parking Authority 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 Norwalk Parking Authority 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 Parking Authority's needs, not necessarily the firm with the lowest fees.

## **1.1 PURPOSE**

The goal of the study is the development of a citywide in depth parking capacity and strategic parking plan to provide the Norwalk Parking Authority with a framework that helps articulate and clarify a vision and approach for parking in Norwalk. The aim is to come out of the planning process with a plan that will serve to align policy-makers, city staff, residents, business and property owners so that parking goals outlined in the plan are shared and reflect a common vision for the city as a whole. The plan will explore innovative strategies and parking values from a variety of user's perspectives so that the implementation tools outlined in the plan can be used by all stakeholders to achieve the best parking plan possible.

The City is concurrently in the process of updating its current Plan of Conservation and Development. The POCD will define future areas of development citywide and the parking plan will assist this effort. The Parking Plan will help inform the POCD as well as the redevelopment plan areas in which they are located including Wall Street, West Avenue, South Norwalk TOD Area, Webster Lot and the Washington-South Main area. Existing and current under review city plans can be viewed at:

Planning Commission: <http://ct-norwalk.civicplus.com/210/Planning-Documents-Studies>

Public Works: <http://www.ct.gov/dot/cwp/view.asp?A=3529&Q=542234>

Recreation and Parks: <http://www.norwalkct.org/275/Recreation-Parks>

Redevelopment Agency: <http://www.norwalkct.org/652/Redevelopment-Agency>

## **1.2 SCOPE OF WORK**

### **Phase I (Near Term)**

Create a comprehensive inventory of the city's current public and private parking stock, utilization of the current parking supply, an analysis of near term and future parking needs and recommendations on the potential need for capital investment in additional surface or structured parking facilities. Make recommendations in the context of existing and proposed citywide plans related to urban development and transportation management. Recommendations to include, but not limited to, a unified parking management application using best practices including reviewing the Parking Authority's parking principles, policies and procedures, zoning regulations; shared-use districts, residential areas, and commuter parking, alternatives to parking and repurposing of parking facilities. The plan will include creative parking solutions and strategies that include public and private partnerships.

- a. Evaluate current and proposed parking policies, studies, plans and management ([www.norwalkct.org](http://www.norwalkct.org)) including the redevelopment and connectivity plans.
- b. Inventory all public parking inventory including responsibilities by the Parking Authority, Main and Branch Libraries, Board of Ed, Recreation and Parks, Public Works and Building Management, Police and Fire Departments, Historic Commission, and the State of

Connecticut including park and ride resources. Will require individual department/agency interviews.

- c. Inventory private parking spaces citywide as alternatives and shared collaborations.
- d. Recommend walking distances and pedestrian zones to and from parking resources.
- e. Recommend parking management policies and best practices
- f. Recommend parking planning for different user groups
- g. Recommend shared public off-street parking
- h. Recommend areas for permit parking
- i. Recommend shared private parking and related policies and agreements
- j. Recommend code requirements and zoning regulations, covenants and codification of parking management and transportation demand management measures
- k. Evaluate and recommend areas for a residential parking permit program
- l. Create a comprehensive, unified citywide parking organization model.
- m. Develop an additional GIS layer, if applicable.

1. Quantify capital and operating costs of the operations, policy and management recommendations.
2. Identify strategies to offset costs such as parking benefit districts.
3. Identify and recommend near term and temporary parking solutions (2 years) and long term permanent parking solutions.
4. Recommend a Circulation and Access Improvement Strategy in and around parking resources.
5. Parking Management Strategy: A new approach to parking and access will become a vital part of a district management strategy. Considering future uses and multimodal improvements within the district, parking is to be addressed as part of the overall strategy for district development. The management strategy will include (at a minimum) consideration of:
  - Decoupling parking from on-site development requirements;
  - Estimating and costing out future parking need;
  - Create shared-use parking guidelines and zoning opportunities.

- Consideration of parking construction and management by the Norwalk Parking Authority.
  - Recommend specific multimodal goals of the city to reduce parking demand, for example
    - Examples: Improve walkability of X districts to encourage Park Once practices (i.e. parking in shared use facility and walking to multiple destinations). Increase shuttle or circulator services within X districts or along specific commercial corridors to connect to transit hubs. The proposal should include creative ways to reduce parking demand by offering other sensible transportation options.
6. Create a Draft Parking Master Plan. The Plan is intended to be a framework for providing effective shared parking and parking management approaches. The Draft Parking Master Plan will contain a broad course of action based on the findings above and include;
    - a. Best practices in the area of municipal and mixed-use parking planning as well as elements of the findings from the tasks above
    - b. Make recommendations in terms of the best course of action for the Parking Authority in providing public parking and the overall roles of the private sector
    - c. Identify off-street public (shared) parking locations for purchase or lease
    - d. Recommend funding options
    - e. Discuss phasing of any additional parking supply construction
    - f. Review operational policies and recommend improvements.
    - g. Further develop off-street parking policies regarding shared parking and joint-use parking
    - h. Identify Residential and other (public) parking permits
    - i. Identify triggers for use of possible options to provide off-site parking or parking management if spaces on-site cannot meet shared parking requirement.
    - j. Recommend alternative mobile options to parking
    - k. Recommend repurposing of parking facilities for collaborative purposes
  7. Recommend locations and criteria for residential permit parking throughout the city.
  8. Recommend locations and criteria for loading and commercial delivery zones.
  9. Recommend zoning changes to meet goals of the Plan.
  10. Community Participation: Community involvement, from Plan inception to Plan adoption, will be a critical element to gain wide acceptance of the Plan and subsequently achieve the goals within the Plan. In addition to a plan update page, we are seeking a firm that has demonstrated innovative ways of reaching out to the community, keeping in mind that a diverse community has different ways of keeping informed. It is anticipated that there will be individual meetings with various neighborhood groups by

the consultant team as well as the Parking Steering Committee. Provide examples on how your firm will achieve this expectation(s).

## **Phase II (Long Term)**

1. Create a plan/strategy for long term parking capacity
2. Recommend future permanent parking collaborations and options
3. Create a complete trip plan linking transportation management and parking system
4. Recommend funding options and partnerships

Attached documents and links:

- a. Redevelopment Plan Areas
- b. Norwalk Parking Authority public parking inventory
- c. Planning and Zoning required parking for development projects
- d. Map showing current and proposed public and private inventory
- e. Norwalk Parking Authority permit activity report
- f. Norwalk Parking Authority permit waitlists at the South and East Norwalk Railroad Stations and Haviland Deck.
- g. State of Connecticut Merritt 7 Railroad Station plans
- h. Parking Authority Operation Report:  
<http://www.norwalkpark.org/uploads/files/january-2017-ops-report-1-357.pdf>
- i. Parking Authority Transient Activity Report:  
<http://www.norwalkpark.org/uploads/files/seven-months-aggregate-activity-observation-359.pdf>
- j. Parking Rate Study:  
<http://www.norwalkpark.org/uploads/files/parking-rate-study-november-2015-247.pdf>.

### **1.1 COMPETITION INTENDED**

It is the City's intent that this RFP permit competition. It shall be the offeror's responsibility to advise the City in writing if any language, requirement, scope specification, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the City Purchasing Department not later than seven (7) days prior to the date set for acceptance of proposals.

### **1.2 TERM OF ENGAGEMENT**

It is the intent of the City to contract for the services presented herein until the completion of the plan and its approval by all regulatory agencies, or a term of one (1) year with the option of extending the contract up to an additional six (6) months

### **1.3 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.

Proposals must be submitted in accordance with the instructions and requirements contained in this RFP. Failure to do so may result in the proposal being considered non-responsive and it may be rejected by the City. A Proposer must promptly notify the Purchasing Agent of any ambiguity, inconsistency, or error which may be discovered upon examination of the RFP. A Proposer who requires clarification or interpretation of this RFP should contact the Purchasing Agent.

Prospective Proposers are to address the criteria below as part of their submitted proposal. Each proposal should include a transmittal letter and management overview of the proposal. Proposals are to include and will be evaluated based on the following factors:

#### **A. LETTER OF TRANSMITTAL**

Clearly indicate the single contact (principal-in-charge), mailing address, email, telephone and facsimile numbers. Indicate unique features of the organization and the project team that makes the team uniquely suited to undertake this specific project.

#### **B. FIRM QUALIFICATIONS AND MANAGEMENT OF SERVICES**

The City seeks a firm(s) with a demonstrated track record of planning expertise in peer communities that are not only similar in size to Norwalk but are also similar demographically and geographically. The firm should not only have a working knowledge of the major plan themes but has proposed innovative approaches that have been enacted in other communities.

The selected firm(s) will also have a strong track record in conducting public outreach, including, but not limited to, facilitating public meetings, web surveys, social media, and interviews with key stakeholders, meetings with the oversight committee and reaching consensus in a diverse urban community.

The team shall include a broad range of planning professionals. Specific expertise should include land-use planning, multi-modal transportation system planning and development, transit systems/transit oriented development, urban design, urban ecology/stormwater management, energy systems, innovation and entrepreneurship, equity, economics, architecture, landscape architecture, and community processes to achieve the creation of the City –Wide Parking District Plan

1. Describe the management and approach that will be taken to ensure the services will be provided in a thorough, effective, and timely manner. Include information regarding:
  - Philosophy, approach and identification of specific issues, problems and opportunities. (Specific solutions to project deliverables are not desired as statements of philosophy or direction).
  - Management approach to insure effective coordination with various City agencies and other entities which will be involved in the Project.
  - Time frame for each element or phase of work.
2. Indicate any suggested approaches to minimize costs and expenses.
3. Identify any software that may be proposed for use on this project.

### **C. KEY PERSONEL**

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

### **D. SUMMARY OF DEMONSTRATED EXPERIENCE.**

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

- Contracts involving similar work performed by the firm and a list of personnel who worked under these contracts and will be performing the work covered by this RFP.
- Contract amount and brief, concise description of the services stated in the contract.
- Any extraordinary projects or problems or both encountered during performance of such contracts. Describe the complexities and innovative approaches used to solve such problems.
- Financial information to demonstrate the financial stability of the firm to successfully provide uninterrupted service for one year.

Also, include all information and circumstances regarding any legal dispute resulting from services provided by the proposer for which settlements have been made.

- References. Include three appropriate references, a contact name, address, and telephone number. These references should be able to substantiate the proposer's ability to perform the work required.

The City shall rely on the accuracy and completeness of all information submitted in making its selection. As such, proposing firms are urged to carefully review all information submitted to ensure the clarity, accuracy, and completeness of such information. As deemed necessary and appropriate, the City reserves the right to make any inquiries or other follow up required to verify the information provided.

## **1.4 CRITERIA FOR EVALUATING PROPOSAL SUBMISSIONS**

Proposal submissions will be evaluated based on the following criteria:

- A. Key Personnel: Relevant experience of the key personnel in working with client groups that include governmental agencies and the general public.
- B. Proposed Project Work Plan and Methods: Quality and thoroughness of the proposed project work plan and methodology, in comparison to the other proposal submissions, as it relates to this assignment and its successful completion.
- C. References: Quality of references as they relate to this project.
- D. Proposed fee structure in comparison to the other proposal submissions for this assignment.
- E. Total years in business and financial stability of the Firm
- F. Other Information: Quality of other information submitted along with the proposal submission, as it relates to this assignment.



The City reserves its rights to examine any other criteria and take the same under consideration and to reject any firm or proposal despite its compliance with these criteria if it determines that to do so would be in its best interests.

The City may request additional information, clarification, or presentations from any of the Offerors after review of the proposals received. The City reserves the right to inspect the Offeror's facilities, resources, and staff prior to award to examine and demonstrate the ability to perform work in a prompt and conscientious manner.

### **1.5 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.

### **1.6 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.

### **1.7 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 were not available, any contract resulting from this RFP will become void and of no force and effect.

### **1.8 PAYMENT**

The proposer shall be paid on a monthly basis in a process to be determined by the Norwalk Parking Authority.

### **1.9 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.

#### **1.10 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.

#### **1.11 CONTRACT AGREEMENT AND CONTRACT PERIOD**

The successful proposer shall be required to agree to and sign a formal written agreement between the City of Norwalk and the proposer, prepared by the Office of Corporation Counsel of the City of Norwalk. A sample Independent Contractor for Consulting Services contract form, is provided at the end of this section to illustrate the type of contract the City will use to contract for these consulting services.

#### **1.12 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.

#### **1.13 DURATION OF PROPOSALS**

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

#### **1.14 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.

### **1.15 FREEDOM OF INFORMATION**

**Freedom of Information (FOI), C.G.S. § 1-210(b).** FOI generally requires the disclosure of documents in the possession of the City or governmental entity upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by Connecticut General Statutes § 1-210(b). Proposers are generally advised not to include in their proposals any confidential information. If the proposer indicates that certain documentation, as required by this RFP, is submitted in confidence, the City will endeavor to keep such information confidential to the extent permitted by law. However, the City has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOI request.

The proposer has the obligation to understand the requirements of the FOI Act and the burden of establishing the applicability of any FOI exemption in any proceeding where it is an issue. While a proposer may claim an exemption to the City's FOI disclosure requirements under applicable law, the final administrative authority to release or exempt any or all material so identified rests with the City. In no event shall the City or any of its employees have any liability for disclosure of documents or information in the possession of the City and which the City or its employees believe(s) to be required pursuant to the Freedom of Information Act or other requirements of law.

### **1.16 INSURANCE COVERAGE REQUIREMENTS**

The City of Norwalk is requiring insurance coverage as listed below for this work.

Note: The term "Consultant" shall also include their respective agents, representatives, employees or subcontractors; and the term "City of Norwalk " (hereinafter called the "City") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions.

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 exclude the City from additional limits and coverage provided under the Consultant's

policies.

## **ALL POLICIES SHALL INCLUDE A WAIVER OF SUBROGATION**

### **Minimum Scope and Limits of Insurance**

*Worker's Compensation Insurance:* With respect to all operations the Consultant performs the Consultant shall carry worker's compensation insurance in accordance with the requirements of the laws of the State of Connecticut. The Consultant shall carry employers liability limits of \$100,000 each accident and \$100,000 each employee by disease and \$500,000 policy limit disease.

*Commercial General Liability:* With respect to all operations the Consultant or performs the Consultant shall carry Commercial General Liability insurance providing for a total limit of one million dollars (\$1,000,000) per occurrence for each job site or location for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification provided under this contract. Each annual aggregate limit shall not be less than \$ 2,000,000.

*Automobile Liability:* With respect to any owned, non-owned, or hired vehicles the Consultant shall carry Automobile Liability insurance providing one million dollars (\$1,000,000) per accident for bodily injury and property damage.

*Errors and Omissions/Professional Liability:* With respect to any damage caused by an error, omission or any negligent acts of the Consultant performed under this contract the Consultant shall carry one million dollars (\$1,000,000) per claim for any wrongful act. "Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Consultant shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract 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 Contract. If continuous "claims made" coverage is used, Consultant shall be required to keep the coverage in effect for a duration of not less than 24 months from the end of the Contract.

*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 otherwise acceptable to the City. Additionally, all carriers are subject to approval by the City of Norwalk and/or the Norwalk Board of Education, as appropriate.

*Subcontractors:* The Consultant shall require 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 subcontractor. All Certificates of Insurance shall be provided to Corporation Counsel's office as required herein.

*Aggregate Limits:* Any aggregate limits must be declared to and approved by the City. It is agreed that the Contractor shall notify the City when fifty percent (50%) of the aggregate limits are eroded during the contract term. If the aggregate limit is eroded for the full limit, the

Consultant agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The premium shall be paid for by the Consultant.

*Deductibles and Self-Insured Retentions:* Any deductible or self-insured retentions 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 or cancelled 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 Consultant and his 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 Contract shall include the City as Additional Insured but only with respect to the Consultant's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Certificate of Insurance:* As evidence of the insurance coverage required by this Contract, the Consultant shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the award of the Contract if required by the Bid document, but in all events prior to Consultant's commencement of work under this Contract. 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. . 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 Norwalk, Connecticut 06851-5125.

*Waiver of requirements:* The Corporation Counsel, may vary the requirements at Corporation Counsel's sole discretion; if Corporation Counsel determines that the City's interests will be adequately protected without meeting all stated requirements.

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

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

**FOR «Project»**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut (the CITY), acting herein by «ContractAuthorizer», its «ContractAuthorizerTitle», and **«VendorName»**, a corporation authorized and licensed to do business in the State of «LicenseState», having a principal place of business at «VendorAddress1», «VendorAddress2», «VendorCity», «VendorState» «VendorZip», acting herein by «VendorAuthorizer», its «VendorAuthorizerTitle», duly authorized (the CONTRACTOR).

**W I T N E S S E T H:**

WHEREAS, the CITY is in need of «Notes» (the Project); and

WHEREAS, the CITY desires to retain the services of the CONTRACTOR based on the CONTRACTOR's representations that it is qualified and capable of performing the needed services in a professional and timely manner and in accordance with the goals and requirements of the Project;

WHEREAS, CONTRACTOR has agreed to perform the services described herein for the compensation and in compliance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

**1. ENGAGEMENT OF CONTRACTOR**

A. Based on the representations of the CONTRACTOR set out in its proposal dated «ProposedDate», a copy of which is attached hereto and incorporated herein as **Exhibit B**, the CITY hereby retains the CONTRACTOR to perform the services described

herein in accordance with the terms and conditions and for the consideration set out in this Agreement.

B. The person in charge of administering this Agreement on behalf of the CITY shall be «DepartmentHead», Department of «Department», or such other person as may be designated in writing.

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

## 2. SERVICES TO BE PERFORMED

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

B. The parties understand that CONTRACTOR is retained on an on-call, as needed basis, solely for the purposes of performing the Services described herein. The CONTRACTOR'S relationship to the CITY and its agencies shall, during the period(s) of this Agreement, be that of an independent contractor. The CONTRACTOR shall not be considered, under the provisions of this Agreement or for any purposes hereunder, as having an "employee" status or as being entitled to participate in any benefits accrued by or given to CITY employees.

C. In performing the Services and otherwise meeting its duties and obligations hereunder, CONTRACTOR shall ensure that its employees and subcontractors observe high standards of professional and business ethics observed by like professionals in the same or similar business, including, but not limited to, following the requirements, rules and regulations of the CITY, acting with integrity, and creating a workplace atmosphere free of discrimination and harassment.

D. The CITY may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR'S compensation, which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be valid only

when incorporated in written amendments signed by both parties  
to this Agreement.

3. **COMPENSATION**

A. The CONTRACTOR shall be compensated for its performance of this Agreement, a maximum amount not to exceed the sum of «**ContractBudgetInEnglish**»(\$«**ContractBudget**») payable in accordance with the terms of the CONTRACTOR's bid.

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

C. Payments to the CONTRACTOR under this Agreement shall be made by the CITY on approval of payment requisitions certified by the CONTRACTOR and submitted not more often than once a week. Each requisition shall be in a form acceptable to the CITY and shall set forth the hours of work performed and the tasks completed. The CITY may, prior to making any payment under this Agreement, require the CONTRACTOR to submit to it such additional information and/or documentation as it may deem necessary.

D. The acceptance by the CONTRACTOR, its successors or assigns, of any payment made on the final requisition under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the CITY from any and all claims, demands and causes of action whatsoever which the CONTRACTOR, its successors or assigns have or may have against the CITY under the provisions of this Agreement.

4. **TIME PROVISIONS**

A. The term of this Agreement shall commence effective \_\_\_\_\_ and conclude on \_\_\_\_\_. The CONTRACTOR shall perform its Services throughout this period.

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



5. **TERMINATION AND SUSPENSION**

A. The CITY may at any time and for any reason, with or without cause, terminate this Agreement by written notice specifying the termination date, which shall be not less than fifteen (15) days from the date such notice is given. In the event of such termination, the CONTRACTOR's Services shall be paid for in such amount as shall compensate the CONTRACTOR for the Services satisfactorily completed prior to termination. Such amount shall be fixed by the CITY after consultation with the CONTRACTOR, and shall be subject to audit by the CITY's Comptroller. Termination under this section shall not give rise to any claim against the CITY for damages or for compensation in addition to that provided hereunder.

B. The CONTRACTOR may at any time and for any reason terminate this Agreement by written notice specifying the termination date, which shall be not less than thirty (30) days from the date such notice is given.

6. **INSURANCE**

The CONTRACTOR agrees to obtain at its own cost and expense all insurance required by the attached Insurance Rider and to keep the same in continuous effect for a period of two (2) years following the date on which the Director indicates the termination of the CONTRACTOR's responsibilities hereunder. Before commencing performance of its Services hereunder, the CONTRACTOR shall furnish the CITY's Corporation Counsel a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the CITY. Each insurance certificate shall be endorsed to name the City of Norwalk as an additional insured party and shall provide that the insurance company providing coverage shall notify the CITY by certified mail at least thirty (30) days prior to the effective termination of or any change in the policy or policies coverage. No change in the coverage provided hereunder shall be made without the prior written approval of the Director.

7. **GENERAL PROVISIONS**

A. By this Agreement the CITY intends to secure the professional services of qualified, experienced employees of the CONTRACTOR. Failure of the CONTRACTOR for any reason to make a sufficient number of such employees available to the CITY to the extent necessary to perform the services required in a skillful, professional and prompt manner shall be cause for termination of this Agreement.

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

C. When the CITY shall have reasonable grounds for believing that:

(1) The CONTRACTOR will be unable to perform this Agreement fully, professionally, and satisfactorily within the time fixed for performance or in accordance with the terms and requirements set forth herein; or

(2) A meritorious claim exists or will exist against the CONTRACTOR or the CITY arising out of the negligent, willful or wanton acts, errors or omissions of the CONTRACTOR, its agents, servants or employees, or the CONTRACTOR's breach of any provision of this Agreement; then the CITY may withhold payment of any amount otherwise due and payable to the CONTRACTOR hereunder. Any amount so withheld may be retained by the CITY for such period as it may deem advisable to protect the CITY against any loss, expense or damage and may, after written notice to the CONTRACTOR, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the CITY, and no person shall have any right or claim against the CITY by reason of the CITY'S failure or refusal to withhold monies. No interest shall be payable by the CITY on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the CITY.

D. The CONTRACTOR shall not assert any claim arising out of any act or omission by any agent, officer or employee of the CITY in the execution or performance of this Agreement against any such agent, officer or employee. Such claims may be made against the CITY.

E. No member of the governing body of the CITY, and no other officer, employee, or agent of the CITY shall have any personal interest, direct or indirect, in this Agreement, except as permitted by the Code of Ethics of the City of Norwalk; and the CONTRACTOR covenants that no person having such interest shall be employed in the performance of this Agreement. The CONTRACTOR further covenants that he has no prior personal or business relationship with the CITY'S architect, general contractor, or their consultants, subcontractors, agents, or employees.

F. The CONTRACTOR shall indemnify, defend and save

harmless the CITY, its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including attorneys' fees, which are claimed to be due in any way to the actions or omissions of the CONTRACTOR, its agents, servants, representatives or employees arising out of the services to be performed under this Agreement. This provision shall include all losses, costs, and damages which the CITY may suffer as a result of any negligent, willful or wanton action or omission by the CONTRACTOR or anyone in its employ or under its control, including any agent, employee or representative. The CONTRACTOR hereby assumes and agrees to pay for the defense of all such claims, damages, demands, suits and proceedings. The provisions of this paragraph shall survive the expiration or early termination of this Agreement, shall be separate and independent of any other requirement hereof, and shall not be limited by reason of any insurance coverage provided.

G. This Agreement shall be construed in accordance with the laws of the State of Connecticut, and any action or suit at law in connection herewith shall be brought in the Superior Court of the State of Connecticut, Judicial District Stamford/Norwalk.

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

I. During the performance of this Agreement, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, gender, physical disability, sexual orientation, national origin or any other grounds prohibited by applicable law.

J. This Agreement incorporates all the understandings of the parties hereto and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written.

K. The CITY and the CONTRACTOR each binds itself and its successors and assigns to the other party and to its successors and assigns with respect to all covenants of this Agreement. The CONTRACTOR shall transfer any interest in this Agreement without the prior written approval of the CITY.

L. The products of the services performed under

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

M. If any provision of this Agreement is held invalid, the balance of the provisions shall not be affected thereby if such provisions would then continue to conform to the requirements of applicable laws. The remaining provisions shall thereupon continue in full force and effect.

N. All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

**To the CITY:**                   «DepartmentHead», «DepartmentHeadTitle»  
Department of «Department»  
P.O. Box 5125  
Norwalk, CT 06856-5125

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

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

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

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

P. The CONTRACTOR represents to the CITY as follows:

That the CONTRACTOR is a legally existing corporation under the laws of its respective states of incorporation and has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving

notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors;

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

That it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Contract and to assume the responsibilities and obligations created hereunder; and

That this Agreement is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the CONTRACTOR hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

Dated at Norwalk, Connecticut, the day and year first above written, and executed in four (4) counterparts.

Signed, Sealed and Delivered  
in the Presence of:

**Witnesses' signatures:**

**CITY OF NORWALK**

\_\_\_\_\_

\_\_\_\_\_

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

«ContractAuthorizer»  
Its «ContractAuthorizerTitle»  
Duly Authorized

Date signed: \_\_\_\_\_

**Witnesses' signatures:**

**«VendorName»**

\_\_\_\_\_

\_\_\_\_\_

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

«VendorAuthorizer»  
Its «VendorAuthorizerTitle»  
Duly Authorized

Date signed: \_\_\_\_\_

APPROVED AS TO FORM:  
OFFICE OF CORPORATION COUNSEL

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

APPROVED AS TO  
AVAILABILITY OF FUNDS:

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

Date: \_\_\_\_\_

## INSURANCE RIDER

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Contractor's policies.

### Minimum Scope and Limits of Insurance:

**Workers' Compensation Insurance:** With respect to all operations the Contractor performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut.

**Commercial General Liability:** With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per Occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

**Automobile Liability:** With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage.

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

**Environmental Liability:** If applicable, based on the Contractor's Scope of Work, the Contractor is required to provide environmental and remediation (Contractor's Pollution Liability -CPL-) insurance in the amount of Five Million Dollars (\$5,000,000) per claim limit and Five Million Dollars (\$5,000,000) aggregate limit per occurrence. If the insurance is provided with a combination of excess pollution liability

policies, the policy shall be written on a follow form coverage wording to its underlying Schedule of insurance.

**Errors and Omissions/Professional Liability:** With respect to any damage caused by an error, omission or any negligent or wrongful act of the Contractor or any subcontractor or subconsultant in connection with any professional services performed under this Agreement the Contractor shall carry One Million Dollars (\$1,000,000) coverage per claim.

**"Tail" Coverage:** If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

**Acceptability of Insurers:** The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City.

**Subcontractors:** The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractors. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

**Aggregate Limits:** Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

**Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by the



City. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

**Notice of Cancellation or Nonrenewal:** Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, or cancelled in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Contractor is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Contractor shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the Contractor's services.

**Waiver of Governmental Immunity:** Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

**Additional Insured:** The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City of Norwalk as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

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

**Certificate of Insurance:** As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Contractor's commencement of services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, P.O. Box 5125, Norwalk, Connecticut 06856-5125.

**Waiver of requirements:** The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

## **SECTION 2 - RESPONSE FORMS**

### **SPECIAL NOTES ON RESPONDING**

**ADDENDA** information is 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. **We strongly suggest that you check for any addenda a minimum of forty eight hours in advance of the bid deadline.**

**SUMMARIES** will be available any time after 5:00 PM on the day of the bid opening over the Internet at <http://www.norwalkct.org> . The document number to request will be the same as the project number indicated in the invitation to bid. Bid results will not be provided over the phone.

**AWARD NOTIFICATION** will be issued by mail.

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

**RFP RESPONSES** [*One (1) Original and Ten (10) copies, plus one (1) digital copy (PDF format on thumb drive or CD)*] are to be delivered to:

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

**2.1 FORM OF PROPOSALS:**

**All proposals must include the information outlined in section 1.6.**

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

Proposals are to be submitted:  
*[One (1) Original and Ten (10) copies]*

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

**2.2 PRICING RESPONSE FORM – RFP #3728 – Strategic Parking Plan**

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

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project site and has satisfied himself 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.

<b>Total Lump Sum Price</b>	\$
<b>Total Lump Sum Price in Writing:</b>	

Submitted by -	_____	_____
	Printed Name	Date
	_____	_____
	Signature	Date
Authorized Agent of Company (name and title)		

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	.

### 2.3 STATEMENT OF QUALIFICATIONS

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

1. Number of years in business -

2. Number of personnel employed Pt.time - \_\_\_\_\_, Full - \_\_\_\_\_,

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

Project	Date	Contact Person	Phone No.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.

<b>4. ORGANIZATIONAL STRUCTURE OF BIDDER</b> (check which applies)	<input type="checkbox"/>	general partnership
	<input type="checkbox"/>	limited partnership
	<input type="checkbox"/>	limited liability corporation
	<input type="checkbox"/>	limited liability partnership,
	<input type="checkbox"/>	corporation doing business under a trade name
	<input type="checkbox"/>	individual doing business under a trade name
	<input type="checkbox"/>	other (specify)

<b>5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE;</b> e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	<u>Connecticut corporations</u> - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes	No

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

**6.** Is your local organization an affiliate of a parent company? If so, Indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:

Business Name					
Address					
City		State		Zip	
Name of Agent					

**NOTE:** In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

**7.** 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)

**8. SUBCONTRACTORS:** If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential. Additional information may be requested subsequent to your responding to this bid request.  
END OF SECTION

## **SECTION 3**

### **GENERAL INFORMATION, TERMS AND CONDITIONS FOR MISCELLANEOUS SERVICES**

**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 down load it from Adobe.

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



## **SECTION 4 – LIVING WAGE ORDINANCE**

### **GENERAL INFORMATION**

**NOTE:** SECTION 4 contains information concerning City of Norwalk's Living Wage Ordinance information. You are responsible for obtaining a copy of this document prior to bidding. If you do not have a revision of this document dated 03/14/2015 or later on file you may download a copy from the Terms and Conditions section of the City of Norwalk's website at [www.norwalkct.org](http://www.norwalkct.org)

Document number 1019      <http://www.norwalkct.org/documentcenter/view/862>