



Purchasing Department  
Finance Group

July 1, 2016

The City of Norwalk, Norwalk Public Library, is cooperating with the Connecticut State Library to digitize historic Norwalk newspapers and make them available to the general public through the State Library's Newspapers of Connecticut project. The City is soliciting proposals for the conversion of microfilm rolls of selected Norwalk newspapers to digital format so that these materials can be sent to the State Library to be published on the Newspapers of Connecticut website. Below is an outline of some of the requirements that apply specifically to this project.

<b>PROJECT NUMBER:</b>	<b>3662</b>
<b>DEADLINE:</b>	<b>2:00 PM, JULY 29, 2016</b>
<b>BID TITLE:</b>	<b>DIGITAL CONVERSION OF MICROFILMED IMAGES OF NORWALK NEWSPAPER PUBLICATONS</b>
<b>SITE LOCATION:</b>	<b>NORWALK PUBLIC LIBRARY ONE BELDEN AVENUE, NORWALK, CT 06850</b>

**RFP DOCUMENTS** are available upon receipt of this invitation 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.

Any and all questions concerning this solicitation must be directed, in writing, via e-mail to Sharon Conners via e-mail to, [sconners@norwalkct.org](mailto:sconners@norwalkct.org). The deadline for the submission of questions is 2:00PM, July 22, 2016. **Please include the Project Number and Bid Title in the subject line**, thank you.

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,  
Sharon Conners  
Purchasing Department  
T. 203-854-7892  
F. 203.854.7817  
E. [sconners@norwalkct.org](mailto:sconners@norwalkct.org)

## SECTION 1 \_ 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 down load 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. **It is the bidders' responsibility to check for the issuance of any addenda.**

**SUMMARIES** – A list of the consulting firms will be available any time after 5:00 PM on the day of the bid opening over the Internet at <http://www.norwalkct.org> Bid results will not be provided over the phone.

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

**SEALED RFP RESPONSES** [*One (1) Original + Six (6) copies*] are to be delivered to:

City of Norwalk  
Purchasing Department, Room 103  
125 East Avenue,  
Norwalk, CT. 06856-5125

**Note:** Please indicate the bid number and bid title on the envelope.

**1.1A RESPONSE FORM - RFP #3662 – DIGITAL COVERION OF MICROFILM**

<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.

**Digital Conversion of Microfilmed Newspaper Images - Proposed Fees:**

*Fiscal Year 2017: July 1, 2016 thru June 30, 2017*

Item	Description	Reels	Cost per Reel	Total Cost
1.	South Norwalk Sentinel (1870-1909)	49 Reels	\$	\$

*Fiscal Year 2018: July 1, 2017 thru June 30, 2018*

Item	Description	Reels	Cost per Reel	Total Cost
1.	South Norwalk Sentinel (1910-1922)	50 Reels	\$	\$

*Fiscal Year 2019: July 1, 2018 thru June 30, 2019*

Item	Description	Reels	Cost per Reel	Total Cost
1.	South Norwalk Sentinel (1923-1932)	50 Reels	\$	\$

*Fiscal Year 2020: July 1, 2019 thru June 30, 2020*

Item	Description	Reels	Cost per Reel	Total Cost
1.	South Norwalk Sentinel (1933-1945)	50 Reels	\$	\$

Submitted by -	
Authorized Agent of Company (name and title)	Date

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	
Addendum #		Dated		Addendum #		Dated	

## 1.2 PROPOSER'S STATEMENT OF QUALIFICATIONS

If a qualification statement is not on file with Purchasing, or is over one year old, please answer the following questions. Attach a financial statement or other supportive documentation.

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 three years:

Project	Date	Contact Person	Phone No.

	<input type="checkbox"/>	
<b>4. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)</b>	<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; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled</b>	<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 licence 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

Vendor Name -

**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.** Submit one copy of the following information relative to your company's financial statements. This information must represent the current circumstance which surrounds the financial position of the bidding organization. **Note: This information will be kept confidential if provided in a separate envelop from your bid pricing.**

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.

Attach any additional information, which demonstrates your qualification for this work including appropriate certifications.

END OF SECTION

## SECTION 2 - PROJECT SPECIFICATIONS

### 2.1 PROJECT REQUIREMENTS

The Newspapers of Connecticut project has the following technical requirements:

- 1: TIFF
  - o 6.0, uncompressed, greyscale
  - o 300 to 400 dpi (relative to the size of the original page and considering the size of the lettering)
  - o No image processing except deskewing if the skew is greater than 3 degrees
  - o Image cropped to the page edge (not the text block boundaries)One TIFF per page in the folder for that issue
  
- 2: One folder for each issue with the issue date in this format YYYY-MM-DD (with hyphens)
  
- 3: Plus one multi-page searchable PDF per issue in a folder for all PDFs
  
- 4: File name has these components, separated by underscore (\_)
  - o sn and Library of Congress Catalog Number (which changes when the title changes)
  - o Issue date in this format YYYYMMDD (no hyphens)
  - o Page number, with leading zeros to ensure the sort in proper order
  
- 5: No descriptive metadata is required. Metadata for the Newspapers of Connecticut project will be derived from the Library of Congress Catalog Number and the issue date, both of which are already in the file name

The Norwalk Public Library has the following newspapers on microfilm, and plans to digitize them according to the following schedule then send the resulting files to the Connecticut State Library to be hosted on the Newspapers of Connecticut website:

<u>Title</u>	<u>Yrs. Coverage</u>	<u># Microfilm</u>	<u>Budget Year</u>
1. <i>South Norwalk Sentinel</i>	(1870-1909)	49 reels	2016-17
2. <i>South Norwalk Sentinel</i>	(1910-1922)	50 reels	2017-18
3. <i>South Norwalk Sentinel</i>	(1923-1932)	50 reels	2018-19
4. <i>South Norwalk Sentinel</i>	(1933-1945)	50 reels	2019-20

In addition to the Newspapers of Connecticut specifications above, the selected proposed shall be responsible to:

- o Collect dates and output in an index by date (unless otherwise requested)
  
- The Norwalk Public Library shall provide Title information with LCCN numbers.

#### Additional Services

1. Scan each reel for optimum quality output. Adjustments to the scanner settings are made prior to each reel.
2. Post scanning processes provided:
  - a. Removal of blanks and targets.

- b. Images are then cropped to object edge – removing data which is not part of the page. This is done manually as the pages are not squared within the frames. Manually cropping ensures no actual data is lost.
- c. Images are deskewed to right reading – images OCR output as well as image display for web viewing.
- d. Images are QC'd multiple times during processing to ensure each page is captured.
- e. Basic metadata is collected – Date/Vol/Issue. This process requires staff to view each image and determine when one issue ends and one begins.
- f. The library will receive:
  - i. TIFF archive files – Important for future derivative creation and long term preservation.
  - ii. OCR'd Derivative files. (PDF)
  - iii. Checksum verification completed to verify data integrity.

The Norwalk Public Library shall pay the cost of shipping the microfilm rolls to the successful proposer, and the successful proposer shall be responsible to pay for the return shipping, and return the microfilmed digitized data on a USB hard drive of appropriate size for the data.

## **2.2 CRITERIA FOR EVALUATING PROPOSALS**

The City of Norwalk shall be responsible for reviewing the proposals received and intends to evaluate the proposals that are received utilizing the criteria listed below.

The City reserves the right to examine any other criteria and take the same under consideration. Also, to reject any Firm or proposal despite its compliance with the criteria if the City determines that to do so would be in its best interest.

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

## **2.3 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.

## **2.4 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.

## **2.5 CONTRACT AGREEMENT**

The successful proposer shall be issued an annual Purchase Order document for each of the fiscal years affected by this RFP solicitation.

## **2.6 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.

## **2.7 DURATION OF PROPOSALS**

Proposals will remain in effect for a period of one-hundred and eighty (180) days from the deadline for submission of the proposal.

## **2.8 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.

## **2.9 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.

## **2.10 INSURANCE COVERAGE REQUIREMENTS**

The Proposer 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 Proposer 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.

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

A. Minimum Scope and Limits of Insurance:

**Workers' Compensation insurance:** With respect to all operations the Proposer 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 (\$100,000.00) coverage for each accident, One Hundred Thousand Dollars (\$100,000.00) coverage for each employee by disease, Five Hundred Thousand (\$500,000.00) policy limit coverage for disease.

**Commercial General Liability:** With respect to all operations the Proposer performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) 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 and Medical Expense Coverage at \$5,000.00 per person. The annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00).

**Automobile Liability:** With respect to each owned, non-owned, or hired vehicles the Proposer shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00) coverage 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 or wrongful act of the Proposer or any subcontractor or subconsultant in connection with any professional services performed under this Agreement the Proposer shall carry One Million Dollars (\$1,000,000.00) coverage per claim.

**Umbrella/Excess Liability:** With respect to all operations the Proposer performs, the insurance limits required are Five Million Dollars (\$5,000,000.00) per claim limit and Five Million Dollars (\$5,000,000.00) aggregate limit per occurrence and can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions .

**"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. Consultant 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, Consultant 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. 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 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 subcontractor. 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 Consultant 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 Consultant agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Consultant.

**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 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 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 as an Additional Insured with respect to the Consultant's activities to be performed

under this Agreement. 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 Agreement, the Consultant shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Consultant'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, P. O. Box 798, Norwalk, Connecticut 06856-0798.

**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 080813 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 for free from Adobe. A link to the Adobe site is provided. Document number 1006.

<http://www.norwalkct.org/documentcenter/view/865>

## **SECTION 4**

### **CITY OF NORWALK GENERAL SPECIFICATIONS FOR CONSTRUCTION**

**NOTE:** SECTION 4 contains the City's General Terms and Conditions for construction. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 042011 or later on file you may download a copy from the Terms and Conditions section of our website at the Internet at <http://www.norwalkct.org> Document number 1008.

<http://www.norwalkct.org/documentcenter/view/866>

## SECTION 5 – LIVING WAGE ORDINANCE

### GENERAL INFORMATION

#### **Rev. 033116, Express Request Doc. #1019**

**NOTE:** SECTION 5 contains information concerning City's Living Wage Ordinance. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 03/31/2016 or later on file you may download a copy of this Ordinance from the Terms and Conditions section of the City of Norwalk's website at <http://www.norwalkct.org>

Document number **1019:** <http://www.norwalkct.org/DocumentCenter/Home/View/862>

**SAMPLE CONTRACT**

*“The following document is the City’s standard professional services 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**  
**BY AND BETWEEN**  
**CITY OF NORWALK**  
**AND**  
**«VendorName»**  
**FOR**  
**«Project»**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_, 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 perform insurance consulting services in the State of Connecticut, 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 \_\_\_\_\_ related to its \_\_\_\_\_ (the Services); 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 CITY;

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

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, which is attached hereto and incorporated herein as **Exhibit B**, the CITY hereby retains the CONTRACTOR to perform the Services set forth 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 «DepartmentHeadFirstName» «DepartmentHeadLastName», «DepartmentHeadTitle», or such other person as may be designated in writing (hereinafter, the DIRECTOR).

C. The person responsible for the Services performed by the CONTRACTOR hereunder shall be «VendorAuthorizer», its «VendorAuthorizerTitle», duly authorized.

2. **SERVICES TO BE PERFORMED**

A. The Services to be performed by the CONTRACTOR under this Agreement are described and set out in Section 1.1 of the CITY's Request for Proposals, dated \_\_\_\_\_, which is attached hereto and incorporated herein as **Exhibit A**, and as further explained in Addenda numbered \_\_\_\_\_, dated \_\_\_\_\_, respectively. The Addenda are attached hereto and incorporated herein as **Exhibits A-1** and **A-2**, respectively. The Services may be amended or modified at the discretion of the CITY acting by the DIRECTOR. The CONTRACTOR shall perform the Services as set forth in this Agreement in accordance with generally prevailing standards of due care, and in compliance with the direction of the CITY's Director.

B. The CONTRACTOR shall provide written reports in accordance with Section 1.1 of Exhibit A, and as may be requested by the DIRECTOR.

C. The CONTRACTOR's personnel and employees, involved directly in the performance of the Services, shall be available to meet with designated officers, employees, commissions or officials of the CITY from time to time as may be appropriate; and with other entities as directed by the CITY, with regard to the Services performed hereunder.

D. The CITY may, from time to time, request changes in the scope of the CONTRACTOR's Services to be performed hereunder. Such

changes, including any corresponding 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.

E. The CONTRACTOR shall retain in its possession all documents related to the performance of its Services hereunder, for a period of four (4) years following the completion of such Services.

### 3. TIME PROVISIONS

A. The CONTRACTOR shall perform the Services set forth in this Agreement for a \_\_\_\_\_ (\_\_) year term **commencing \_\_\_\_\_ and concluding at the end of business on \_\_\_\_\_.**

B. Notwithstanding the above, this Agreement shall remain in effect until the Services required hereunder are completed to the satisfaction of the CITY, unless otherwise terminated by the parties hereto.

### 4. COMPENSATION

A. The CONTRACTOR shall be compensated for the performance of its Services in compliance with the fee schedule set out in Section 14 of Exhibit B. The total amount payable to the CONTRACTOR for the performance of the Services shall not exceed the sum of **«ContractBudgetInEnglish» «ContractBudget»**) throughout the \_\_\_\_\_ (\_\_) year term.

B. Compensation provided under this Agreement constitutes full and complete payment for all costs assumed by the CONTRACTOR in performing this Agreement, including but not limited to salaries; consultant fees; meetings, consultations and presentations; travel expenses; and all similar expenses. No direct costs shall be reimbursed by the CITY without specific, prior written approval.

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 month. Each requisition shall be in a form acceptable to the CITY and shall set forth the hours of work performed and the Services performed during that time. The CITY may, prior to making any payment under this Agreement, require the CONTRACTOR to submit to it such additional information as it deems necessary.

D. The acceptance by the CONTRACTOR, its heirs 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 heirs or assigns have or may have against the CITY under the provisions of this Agreement.

E. The parties understand that the CITY is dependent upon receiving continued appropriations or budgeted funds to continue this Agreement throughout its intended \_\_\_\_\_ (\_\_\_) year term. Notwithstanding any provisions herein to the contrary, the CITY may terminate this Agreement at the end of any fiscal period if a sufficient amount of appropriations or budgeted funds are not available for this Agreement. Such termination may be effected by the CITY, giving thirty (30) days written notice that the necessary funding has been denied.

#### 5. INSURANCE AND INDEMNIFICATION

A. 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.

B. 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 term or requirement of this Agreement, and shall not be limited by reason of any insurance coverage provided hereunder.

In addition to CONTRACTOR's obligations to indemnify the CITY, the CONTRACTOR specifically acknowledges and agrees that it has an immediate and independent obligation to defend the CITY from any claim which actually or potentially falls within this indemnification provision, regardless of whether the allegations are groundless, false or fraudulent, which obligation arises at the time such claim is tendered to the CITY by the CONTRACTOR and continues at all times thereafter.

#### 6. CONFIDENTIAL INFORMATION

A. Each party hereby acknowledges that it may be exposed to confidential, proprietary, and/or secured information belonging to the other party or relating to its affairs, including but not limited to materials expressly designated or marked as confidential ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party, (iii) information received by a party from a third party who was free to disclose it or (iv) information required to be disclosed under the Connecticut Freedom of Information Act.

B. Covenant Not to Disclose. Each party hereby agrees that during the term of this Agreement and at all times thereafter it shall not use, commercialize or disclose the other Party's Confidential Information to any person or entity, except to its own employees who have a "need to know." Each party may disclose to other recipients as the other party may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable care and due diligence. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party (or any third party) any proprietary, copyright,

trademark or trade secret legend.

7. **GENERAL PROVISIONS**

A. The CITY may at any time, and for any reason, direct the discontinuance of the Services contemplated under this Agreement for a period of time by written notice specifying the discontinuation date, which shall not be less than five (5) days from the date on which such notice is given, and the period during which the Services shall be discontinued. The Services shall be resumed on the dates specified in such direction, or upon such other date as the CITY may thereafter specify in writing. The period during which such Services shall have been discontinued shall be deemed added to the time for performance. Any discontinuance of Services under this paragraph shall not give rise to any claim against the CITY.

B. 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, Services shall be paid for such amount as shall compensate the CONTRACTOR for the portion of the Services satisfactorily performed prior to termination. Such amount shall be fixed by the CITY after consultation with the CONTRACTOR, and shall be subject to audit by the 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.

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 sixty (60) days from the date such notice is given.

In any event of termination of this Agreement, all documents, records and reports prepared by the CONTRACTOR in connection with its performance hereunder, shall, at the option of the CITY, become the property of the CITY, which right and possession may be enforced by an injunction in a court of law. This obligation shall survive the termination or expiration of this Agreement.

C. It is the intent of this Agreement to secure the professional Services of qualified, experienced employees of the CONTRACTOR who shall perform the Services required hereunder to the CITY's reasonable satisfaction. 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.

D. The CONTRACTOR shall not transfer or assign this Agreement or subcontract any portion of the Services to be performed hereunder without prior consent of the CITY.

E. When the CITY shall have reasonable grounds for believing that an event of default has occurred, which shall include any of the following:

(1) The CONTRACTOR will be unable to perform this Agreement fully in a professional and satisfactory manner 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;

(3) A determination is made by a competent authority such as, but not limited to, any federal, state or local government official, or a certified public accountant, that the CONTRACTOR's management or any accounting for its operations from whatever source, is improper, inadequate or illegal;

(4) A decree or order by a court having proper jurisdiction is entered in the matter, declaring the CONTRACTOR a bankrupt or insolvent or approving as properly filed a petition seeking reorganization, readjustment, arrangement, composition or similar relief for the CONTRACTOR under the federal bankruptcy laws, or any other similar applicable federal or state law; a competent authority determines that the CONTRACTOR in default of any federal, state or local tax obligations;

(5) The CONTRACTOR fails to comply with the recommendations of the CITY as to the conduct of its activities and programs and its provision of the Services hereunder.

Election of Remedies. If any Event of Default hereunder occurs or continues to occur, the CITY may elect to pursue any one or more of the following remedies, in any combination or sequence as it deems appropriate or necessary:

(i) withholding or reducing any payment obligations hereunder until the matter is resolved or default remedied to the CITY's reasonable satisfaction;

(ii) requiring the CONTRACTOR to correct or cure such default to the satisfaction of the CITY within a definite period of time;

(iii) termination of this Agreement for cause;

(iv) pursuing any other available legal or equitable remedy.

F. 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.

G. 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.

H. Independent Contractor. The CONTRACTOR and its officers, employees, agents, independent contractors and/or approved subcontractors are independent contractors in relation to the CITY with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. The CONTRACTOR shall remain responsible, and shall indemnify and hold harmless the CITY, from and against all liability for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance truces, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Provider, its subcontractors and their respective employees. The CONTRACTOR represents that it retains wide discretion in the time, manner and details of performance, is not under the recipient's direct supervision or control, has the

skills and tools to perform the work, holds itself out generally as an independent provider and has other substantial sources of income.

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

J. The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the State of Connecticut and the City of Norwalk, and shall commit no trespass on any private property in performing any of the work embraced by this Agreement.

K. 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, physical disability, sexual orientation or national origin.

L. 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.

M. 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 not assign or transfer any interest in this Agreement without the prior written approval of the CITY.

N. The products of the Services performed under this Agreement, including all materials prepared or document or information compiled hereunder, whether in draft or final format, and regardless of the method of storage or state of same, shall become and remain the property of the CITY. This shall include all partially completed Services, documents, memoranda, or other materials and reports in the event that the Agreement is terminated or CONTRACTOR is unable or unwilling to complete them for any reason.

O. 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.

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

Agreement.

Q. All notices of any nature referred to in this Contract 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:**                   «DepartmentHeadFirstName»  
«DepartmentHeadLastName», «DepartmentHeadTitle»  
City Hall, 125 East Avenue  
P.O. Box 5125  
Norwalk, Connecticut 06856-5125

**With a copy to:**           Office of Corporation Counsel  
City Hall, 125 East Avenue  
P.O. Box 5125  
Norwalk, Connecticut 06856-5125

**To the Contractor:**       «VendorAuthorizerPrefix»  
«VendorContactFirstName» «VendorContactMiddleName»  
«VendorContactLastName»  
                                  «VendorAuthorizerTitle»  
                                  «VendorAddress1» «VendorAddress2»  
                                  «VendorCity», «VendorState»  
«VendorZip»

R. 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 requisite skill, expertise, judgment, knowledge, experience and financial resources to perform this Agreement as required under its terms and that it is not the subject of any litigation or action, pending or threatened, regarding this Agreement or which, if resulting in an adverse decision, would affect its ability to perform its duties under this Agreement;

(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 Agreement 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 four (4) counterparts.

Signed, Sealed and Delivered  
in the Presence of:

**CITY OF NORWALK**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

«ContractAuthorizer»

Its

«ContractAuthorizerTitle»

Duly Authorized

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

Signed in the Presence of:

**«VendorName»**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

«VendorAuthorizerFirstName»

«VendorAuthorizerMiddleName»

«VendorAuthorizerLastName»

Its «VendorAuthorizerTitle»

Duly Authorized

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

APPROVED AS TO  
AVAILABILITY OF FUNDS:

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

Comptroller

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

APPROVED AS TO FORM:  
OFFICE OF CORPORATION COUNSEL

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