ECONOMIC AND COMMUNITY DEVELOPMENT
OF THE COMMON COUNCIL

125 East Avenue
P.O. Box 5125
Norwalk, CT 06856

TO: MEMBERS, ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE OF THE COMMON COUNCIL

FROM: JOHN KYDES, CHAIRMAN

DATE: JANUARY 27, 2023

RE: MEETING NOTICE

The Regular Meeting of the Economic & Community Development Committee is scheduled for Thursday, February 2, 2023 at 6:00pm. To allow public access, anyone may access a meeting by telephone, Zoom, and/or the City of Norwalk YouTube channel. Specific instructions and links can be found at www.norwalkct.org/meetings.

Members of the public can call in and listen to a meeting. They will not be able to speak or see any of the meeting participants. Each meeting will use a unique Meeting/Webinar ID. Please find the information using the link above.

Members of the public who wish to provide "live comments" will need to register in advance and use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the “raise your hand indicator” and you will be called on by the host of the meeting during the public comment section. Please find the information using the link above.

Members of the public who wish to view the meeting, but are not participating, can view a live stream on the City of Norwalk YouTube channel. This stream is delayed by approximately 20 seconds. Please find the information using the link above. The meeting recording and minutes will be posted on the City of Norwalk website within seven (7) days after the meeting.

Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be read into the record, they should be submitted at least three hours in advance of the meeting start time. Please email Maritza Alvarado at malvarado@norwalkct.org to provide written public comment prior to the meeting.

ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE OF THE COMMON COUNCIL
REGULAR MEETING
FEBRUARY 2, 2023 @ 6:00PM
AGENDA

CALL TO ORDER
ROLL CALL
PUBLIC PARTICIPATION

I. ADMINISTRATION

A. Approval of the Minutes of January 5, 2023 Meeting.

II. NEW BUSINESS

A. REDEVELOPMENT AGENCY

1. Community Development Block Grant – review and presentation of CDBG applications. (Stephen Ivan)

2. Authorize the Mayor, Harry W. Rilling, to execute an agreement for the use of $150,000 of American Rescue Plan Act funds for P3 advisory services to be provided by Infrastructure Advisors, LLC and to be administered by the Norwalk Redevelopment Agency related to the Webster Street Lot project. (Brian Bidolli)
   Account Number: TBD (ARPA Funds)

B. PLANNING AND ZONING

1. Authorize the Mayor, Harry W. Rilling, to execute a contract with The Wanderlust Group, Inc. for Dockwa subscription services for 1 year in an amount not to exceed$2,000 with a 5-year renewal option. (Alan Kibbe)
   Account Number: 400000-2628

C. TRANSPORTATION, MOBILITY, AND PARKING

1. Authorize the Mayor, Harry W. Rilling to execute an on-call contract with Kerin & Fazio, LLC for appraisal services in an amount not to exceed $10,000. (Garrett Bolella/Jim Travers)
   Account Number: 133710-5796-AEC02

III. OLD BUSINESS

ADJOURNMENT

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of the meeting participants. Each meeting will use a unique Meeting/Webinar ID. Please find the information using the link above.

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at malvarado@norwalkct.org to provide written public comment prior to the meeting.

ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
OF THE COMMON COUNCIL
REGULAR MEETING
VIA TELECONFERENCE
JANUARY 5, 2023

ATTENDANCE: John Kydes, Chair; Barbara Smyth; David Heuvelman; Joshua Goldstein; Bryan Meek; Thomas Livingston

STAFF: Sabrina Godeski, Director of Business Development and Tourism;
Jim Travers, Director of Transportation, Mobility and Parking
Jessica Vonashek, Chief of Community and Economic Development;
Mike Yeosock, Principal Engineer

CALL TO ORDER

Mr. Kydes called the meeting to order at 7:01 p.m.

ROLL CALL

Mr. Kydes called the Roll as indicated above.

PUBLIC PARTICIPATION

There were no members of the public who wished to participate this evening.

I. ADMINISTRATION

A. Approval of the Minutes of December 1, 2023 Meeting.

The following correction was made to page 5: Mr. Livingston asked why they were not up zoning.

** **MR. LIVINGSTON MOVED TO ACCEPT THE MINUTES AS AMENDED**
** **MOTION PASSED WITH ONE (1) ABSTENTION (MR. MEEK)**

II. NEW BUSINESS

A. TRANSPORTATION, MOBILITY, AND PARKING

** **MR. LIVINGSTON MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AMENDMENT TO INCREASE THE FUSS AND O'NEILL CONTRACT BY $60,000 FOR ADDITIONAL TRANSPORTATION ENGINEERING AND RELATED DESIGN SERVICES FOR EAST WALL STREET IMPROVEMENTS. (JIM TRAVERS & GARRETT BOLELLA)**
ACCT: 0922-4120-5777-C0232 ($40,000)
0923-4120-5777-C0824 ($20,000)

Mr. Travers reviewed this item that came over from Public Works for a unified look. He reviewed the changes to the plan that included streetlights. The plan has been advanced to 90%. This action will move it to the last portion to get the plans done. This will result in a very unified corridor.

Mr. Travers said they are looking at the traffic signal pattern as part of this project. They will look at an adaptive system in the entire corridor. In addition, they are looking at a grant to expand this further.

** **MOTION PASSED UNANIMOUSLY**

2. UPDATE ON THE TRANSPORTATION MASTER PLAN. (Presentation – Mike Yeosock)

Mr. Yeosock gave an update in the Transportation Master Plan and added it will get the City's investment in the City for the next 20 years. They are working with consultants to revise the traffic in the City. They are reviewing the issues in the City and looking at opportunities to improve the traffic issues. An on-line survey was set up as well as an information booth at the NICE Festival last summer.

Mr. Yeosock described the initiatives, including working with the districts on issues with the buses.

Mr. Yeosock revies various initiatives, including looking at restricting truck access on residential streets, speed mitigation and improving school drop off areas. To accomplish all of this they created a tool box so they can take a problem and identify potential funding sources. These initiatives are being looked at through and equity and environmental justice lens.

Mr. Yeosock said they are trying to make neighborhoods more walkable, and they are developing a concept plan for long term activities. They are applying for a grant to create new streetscapes from Burnell Boulevard. to New Canaan Avenue. They are also looking at turning Calf Pasture Beach Parkway into a bike lane and looking at creating a left turn from North Main Street to Martin Luther Kind Drive. Sidewalk plans have been developed for Riverside Avenue, Linden Street and George Avenue.

Mr. Kydes commended Mr. Yeosock for obtaining grants and said he looked forward to future updates.

B. BUSINESS DEVELOPMENT & TOURISM

1. Review of the Arts and Cultural District proposal and approval process. (Presentation - Sabrina Godeski)

Ms. Godeski gave a presentation and said the goals were laid out in the POCD. She reviewed the goals and said the Arts and Cultural District would be able to raise funds and apply for grants to be used in this specific district. She presented a comparison of the existing model and the proposed Art and Cultural district. She also presented the proposed geographical area in the Urban Core and reviewed the steps to implement the proposed model. The Arts Commission would be replaced by the Arts and Cultural Commission. They would oversee the City's art and culture.

Mr. Livingston asked Ms. Godeski how she envisioned this working. Ms. Godeski explained that this District would be involved in various forms of art, such as music. She said that if this Committee was on board, they could discuss the geography at the next meeting.

Ms. Smyth expressed her support for this change. She said she appreciates how intertwined the arts and culture are. This will create something special in that area. This is a way to celebrate who they are in the City. She reiterated her support for this.

Ms. Vonashek said they need to have a walkable district. Another piece of the geography would be to initially adopt the urban cores as the district they want the City to adopt.

Mr. Goldstein said this is great and a welcome change. He asked if there was an underlying Statute passed a few years ago. He also asked if there are other cities in Connecticut who have done this well. He said he would want to get a sense of some models and be mindful that there is diversity on the Commission. Ms. Vonashek offered to forward other models.

Mr. Heuvelman asked if they could see a lay out of the action order and in what order they are needed. He said this is an enrichment for Norwalk.

Ms. Godeski said the first step would be to ratify the geography. Mr. Heuvelman asked if the State Art Commission could give the Committee a presentation.

III. **OLD BUSINESS**

There was no old business discussed this evening.

ADJOURNMENT

**** MR. LIVINGSTON MOVED TO ADJOURN**
**** MOTION PASSED UNANIMOUSLY**

There was no further business, and the meeting was unanimously adjourned at 7:46 p.m.

Respectfully submitted,

Rosemarie Lombardi
Telesco Secretarial Services

NORWALK REDEVELOPMENT

TO: **MEMBERS, ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE OF THE NORWALK COMMON COUNCIL**

FROM: **REDEVELOPMENT AGENCY STAFF**

DATE: **FEBURARY 2, 2023**

RE: **ECD COMMITTEE REVIEW OF PY49 CDBG APPLICATIONS**

SUMMARY

To assist the Economic and Community Development Committee with making recommendations for PY49 funding allocations, applicants are invited to present their application at the February 2, 2023 meeting of the Economic and Community Development Committee of the Common Council. During the Economic and Community Development Committee meeting on March 2, 2023, the Committee will be asked to make recommendations for which PY49 CDBG applications should be recommended to the Common Council for funding.

SUMMARY OF THE APPLICATION SUBMISSION PROCESS

November 16, 2022 – The PY49 Notice of Funding Opportunity (NOFO) and application was released.

January 19, 2023 – PY49 Applications were due by 12:00pm.

The intention of the CDBG application is to obtain information as to the eligibility of the proposed activity, its consistency with ConPlan goals and strategies and general project information.

Following receipt of the applications, staff reviewed each application for consistency and completeness and negotiated any needed adjustments. Applicants were required to submit a brief project summary statement to be provided to Committee members. This summary statement is copied directly onto each individual application's Consistency and Completeness Review Form, which is attached as a cover page to the application.

A total of 23 applications were submitted for the upcoming CDBG program year for both new and continuing initiatives. This includes applications from 22 unique organizations, 15 service applications, 3 facility applications, 3 housing applications and 2 applications for administrative funding and City Neighborhoods funding from the Norwalk Redevelopment Agency.

SUMMARY OF ANTICIPATED FUNDING AVAILABLE AND REQUESTED FUNDING

The amount of available funds is based upon an estimate of what will be allocated to the City of Norwalk by the United States Department of Housing and Urban Development (HUD). The amounts available per category are based on HUD's funding category caps. The following is a breakdown of what is anticipated to be available and what is actually requested by Norwalk's PY49 applicants. The below numbers are based on estimates for the PY49 NOFO and will be adjusted accordingly once the City receives its funding allocation letter. Additional details are provided starting on page 4 of the NOFO linked below.

	Anticipated Availability	Requested	# of Applications
Public Service activities (15% cap)	$127,500	$ 420,476	15
Funding available to all other applicants for Housing and Facility Projects	$271,560	$ 482,380	6
Funding available to City Funded Projects (City Neighborhoods)	$407,340	$ 407,340	1
Planning and Administration activities (20% cap)	$201,600	$ 201,600	1
Total	$1,008,000	$1,511,796	23

AVAILABILITY OF APPLICATIONS FOR REVIEW

January 25, 2023 – Submitted PY49 applications were made available to the public.

Full applications are available for review at the following link on the City's website: https://www.norwalkct.org/1412/Community-Development-Block-Grant and are available in hard copy at the Redevelopment Agency's office at 3 Belden Ave by request due to the size of the document. A direct link to the document is listed below.

All organizations on the Agency's CDBG contact list were notified of the availability of applications, information was posted on the City's newsfeed and a notice was posted on the Agency's website. Additional notices were physically posted at frequently visited public locations, such as City Hall and the Norwalk public libraries.

APPLICATION REVIEW PROCESS

February 2, 2022 – Organizations submitting an application for PY49 are invited to make a brief (three minute) presentation to the Economic and Community Development Committee during the public meeting portion of the Economic and Community Development Committee meeting. Following each presentation, committee members may ask the organization questions. Applicants have been notified in advance that there will be a strict three minute cutoff for presentations due to the amount of presentations received.

As Economic and Community Development Committee members review the applications and listen to the presentations, they may want to consider the following questions.

- Is this application to fund a new or continuing initiative?
- What capacity does the organization have to complete the project if full funding is not awarded?
- Does the organization indicate the capacity to meet its goals within the stated timeframe?
- Does the organization indicate the capacity to manage its finances and reporting responsibilities, including spending down the grant within the stated timeframe?
- Does the application serve to meet a ConPlan goal?

It is anticipated that between the February and March meetings of the Economic and Community Development Committee, members will review each application and consider their recommendations for funding.

March 2, 2023 – The Economic and Community Development Committee will be asked to make recommendations to the Common Council as to which applications should receive funding and give permission to the Agency to draft and release for public comment the draft Annual Action Plan (AAP), the document to be provided to HUD which details among other things, CDBG funding allocations.

CONFLICTS OF INTEREST AND THE REVIEW PROCESS

HUD's regulations at 24 C.F.R. Part 84 and 85 prohibit an employee, officer or agent of the grantee/sub-grantee or recipient/sub-recipient from participating in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent, (ii) any member of his/her immediate family, (iii) his/her partner, or (iv) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

Council and Committee members who have a real or apparent conflict of interest, as defined by HUD, are requested to make their interests known prior to commenting on any organization's application and to recuse themselves from any votes relating to the organization's receipt of funding.

PY49 ANNUAL ACTION PLAN PREPARATION FOR SUBMISSION TO HUD

• **March 2, 2023** – Committee Recommends Projects / Programs for Funding
o Recommended project / programs will be incorporated into the draft Annual Action Plan
• **March 22 – April 21, 2023** – 30-day Public Comment Period on Draft Annual Action Plan**
o March 22, 2023 – Draft AAP is posted to Agency's website and distributed in hard copy to Main and South Norwalk branch libraries, Norwalk Housing Authority, and Norwalk Redevelopment Agency.
• **April 6, 2023** – ECD Committee holds a Public Hearing on Draft Annual Action Plan
o 7:00pm via Zoom.
• **May 4, 2023** – ECD Committee Advances the Draft Annual Action Plan to the Common Council for Approval (anticipated)
• **May 9, 20223**– Common Council Approves Mayoral Signing of Annual Action Plan for Submission to HUD (anticipated)
• **May 16, 20223**– PY49 Annual Action Plan due to HUD
o A final version of the document will be posted to the Agency's website.

ATTACHMENTS TO THIS MEMO

- PY49 Combined Applications: https://www.norwalkct.org/DocumentCenter/View/28949/PY49-Application-Binder?bidId
- Presentation Order: https://www.norwalkct.org/DocumentCenter/View/28941/PY49-CDBG-Application-Presentation-Order?bidId
- PY49 CDBG NOFO: https://www.norwalkct.org/DocumentCenter/View/28540/PY49-NOFO---Norwalk-CDBG?bidId

NO ACTION IS REQUESTED AT THIS TIME.

DOCKWA

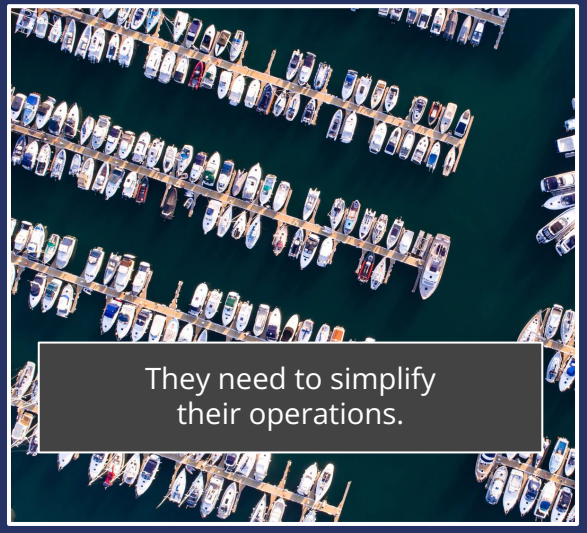
City of Norwalk Mooring Field
June 21st, 2022

Stronger Demand. Smoother Days.

Marina life can be unpredictable. Dockwa is the only marina management platform that streamlines your entire operation, while giving you exposure to hundreds of thousands of boaters.

But... we'll get to us later, let's talk about you.

Most marinas we hear from struggle in some way with the following...



What's been your experience?

Increase Revenue with Dockwa

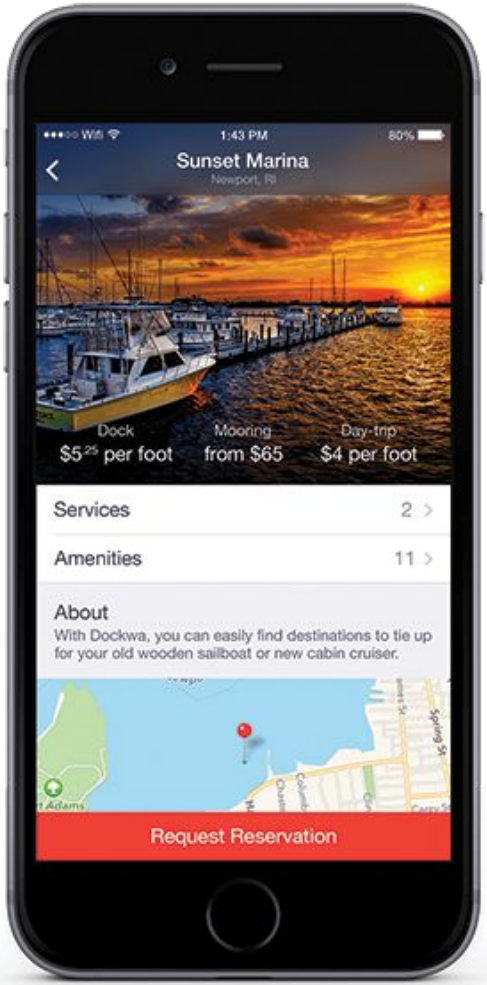
Whether it's short-term, long term or backfill,
Dockwa can help you fill slips and drive revenue.

Software with hundreds of thousands of boaters included

(It's amazing they all fit in the box)

- 350,000 users and growing
- 24/7 online reservations & inquiries
- 5 million nights booked at marinas across the U.S.
- Can run instant promotions during slow weekends or shoulder seasons

Meet the Dockwa boater app



Significant Market Share of Active Boaters

Uniquely positioned for your target segment

REGISTERED VESSELS	REGISTERED VESSELS IN US	BOATS IN DOCKWA	MARKET SHARE	AVERAGE BOAT SIZE IN DOCKWA
Over 65'	11,262	6,482	57.56%	91.0'
40' to 65'	75,311	50,020	66.42%	47.9'
26' to less than 40'	492,564	96,830	19.66%	33.7'
16' to less than 26'	6,244,590	43,009	0.69%	22.9'
Under 16'	4,182,114	5,500	0.13%	15.8'

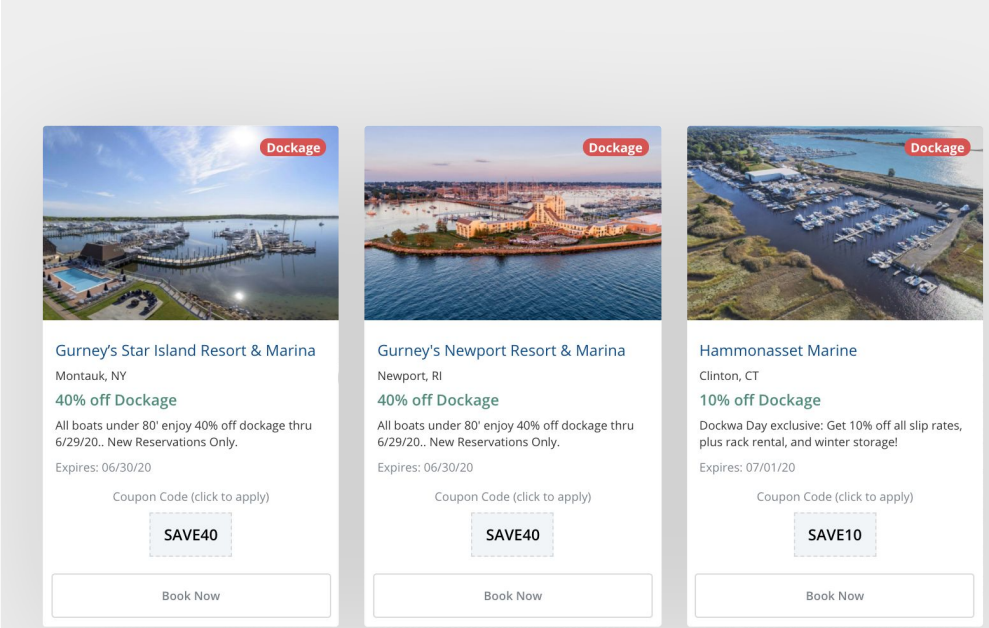
Give boaters an extra reason to visit your marina over your competition with **Coupon Codes and Dockwa Deals**

Create custom coupon codes to

- Drive reservations during period of low occupancy
- Reward return customers
- Save money otherwise spent on expensive, ineffective marketing channels

Publish your offer to the Dockwa Deals webpage to

- Be featured on the Dockwa Deals page on web and mobile
- Have your offer be promoted via email and social media to boaters in your area
- Get special visual treatment on the Dockwa map and Explore pages

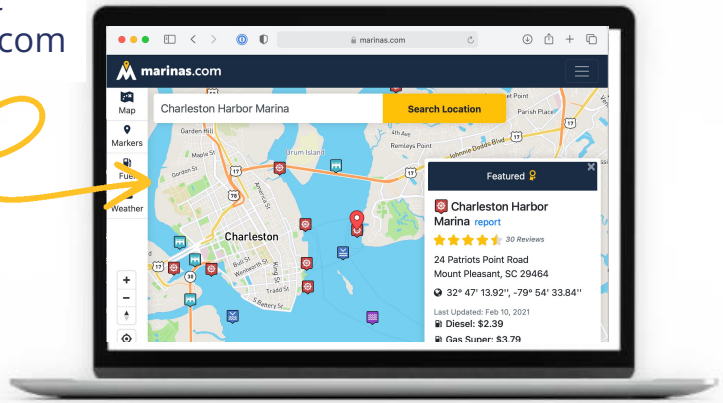


A tightly integrated review site at Marinas.com

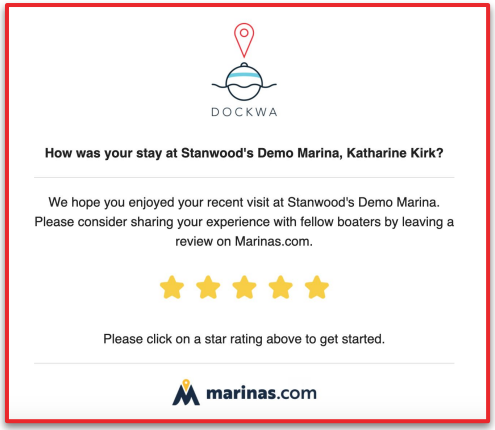
(Loved by boaters and search engines alike)

- A review site that is tightly integrated into the Dockwa booking experience.
- More than 8 million marina profile visits in 2020.
- Automated review solicitation after a boater's stay via Dockwa.

Meet Marinas.com



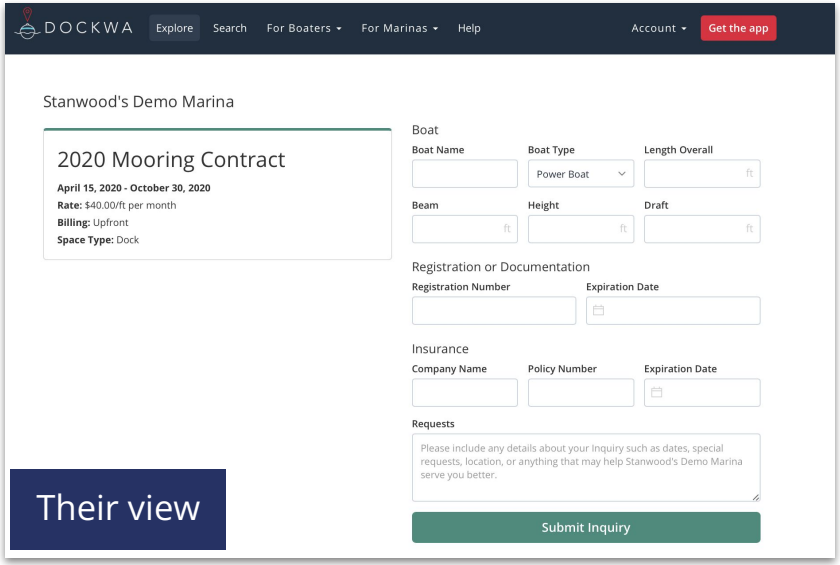
Automated review solicitation via Dockwa

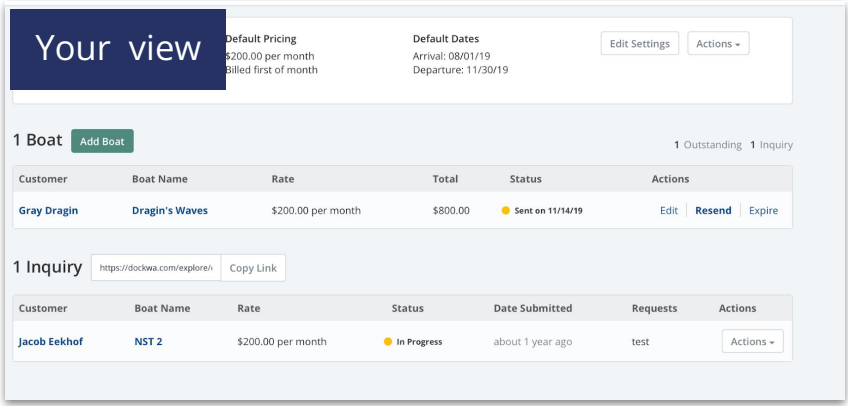


Frictionless inquiry flow for long-term contracts

(What is easy, gets done.)

- A no-hassle inquiry interface for your seasonal and long-term boaters.
- Receive inquiries, check availability and handle contracts in one place.
- Easily clone and copy repeat bookings from one year to the next.

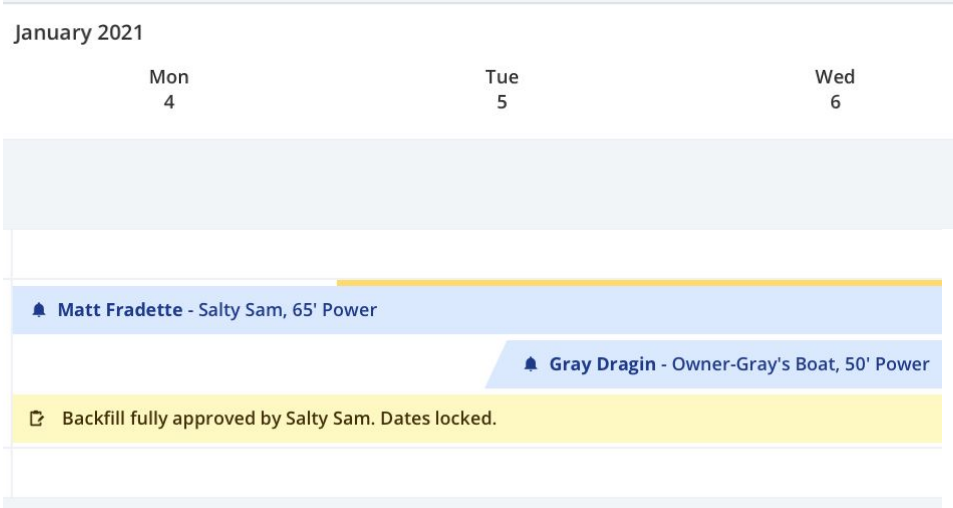




Easily backfill slips left temporarily empty.

(The only thing better than 100% occupancy is 110%)

- Facilitate and track backfills
- Communicate in-app with your boaters about changes to arrival/departure dates.
- Run promotions to fill unexpected openings. 60% of Dockwa marinas who run a deal on the platform generate bookings through the deal.



On average Dockwa increases a marina’s net operating income by 20%

Streamline Your Operations

Reduce expense, confusion and errors
with one intuitive system

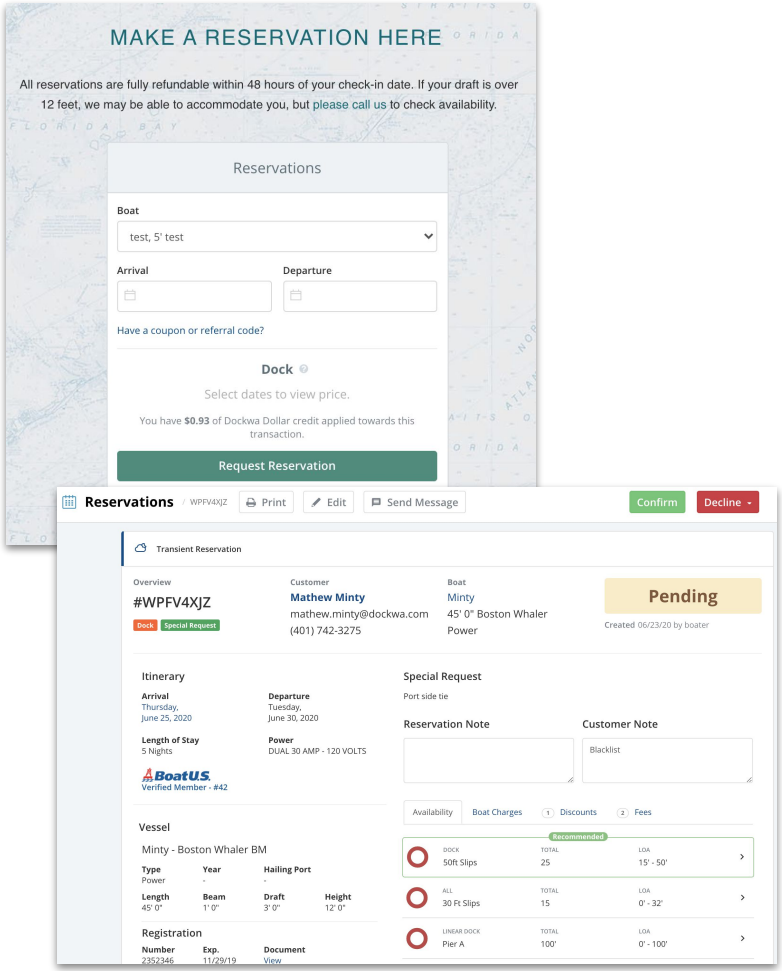
There’s a lot that goes into running a marina.

Including a long list of disconnected tools and systems

Inventory updates
Long-term booking
Transient bookings
Reservations
Inquiries
Contracts
Invoicing
Boater emails
Marketing
Accounting
Slip assignments
Fuel charges
Service charges
Late payment collection
Cancellations and refunds
Boater Communication

Email Software
Accounting software
Invoicing systems
Log books
White boards
Post-it notes
Calendars
Radios
Reservation software
Docusign
Assignment boards
Payment apps
Good old fashioned memory
Spreadsheets
Word doc templates
Texting

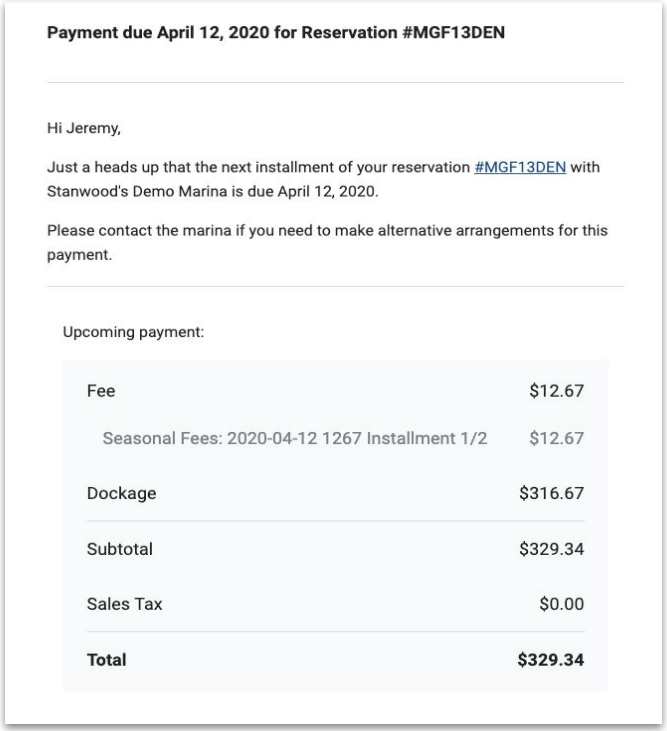
Dockwa brings your entire operation into one place



Reservation Management

(No more messily jotted notes from your dockhand)

- Confirm, decline or add requests to waitlist with one-click, from anywhere.
- Automatically charge customer credit cards, safely and securely.
- Instantly send payment receipt & confirmation emails.
- Update reservation records with one click.



Payment due April 12, 2020 for Reservation #MGF13DEN

Hi Jeremy,

Just a heads up that the next installment of your reservation #MGF13DEN with Stanwood's Demo Marina is due April 12, 2020.

Please contact the marina if you need to make alternative arrangements for this payment.

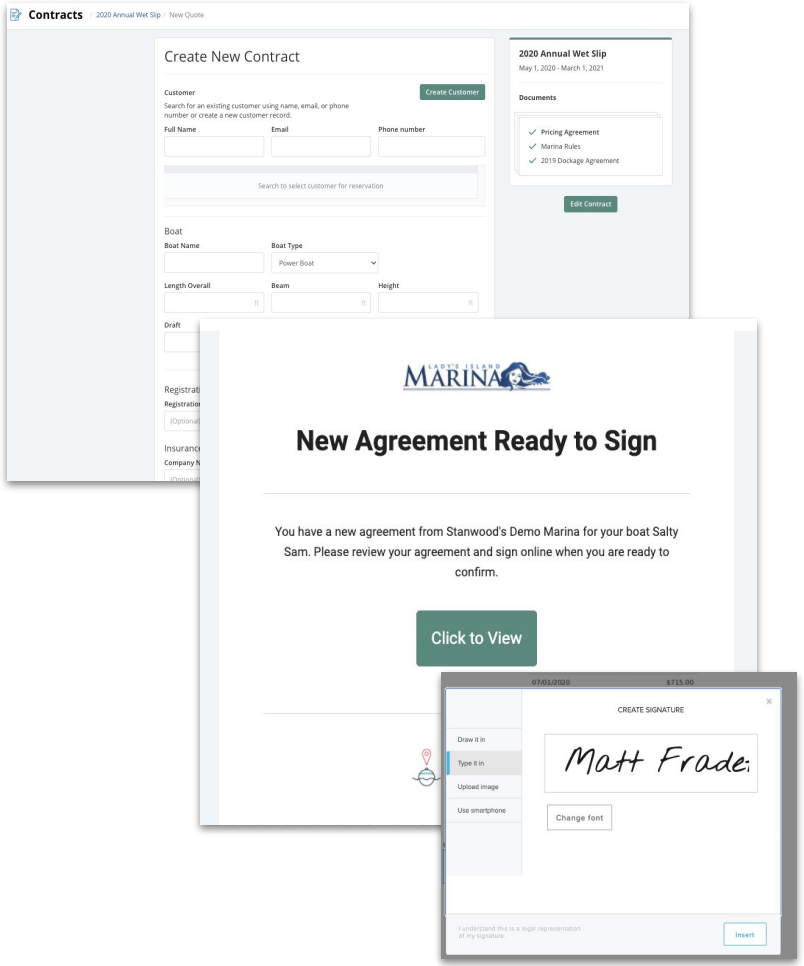
Upcoming payment:

Fee	$12.67
Seasonal Fees: 2020-04-12 1267 Installment 1/2	$12.67
Dockage	$316.67
Subtotal	$329.34
Sales Tax	$0.00
Total	**$329.34**

Auto-billing and Invoicing

(Take all the pain out of getting paid.)

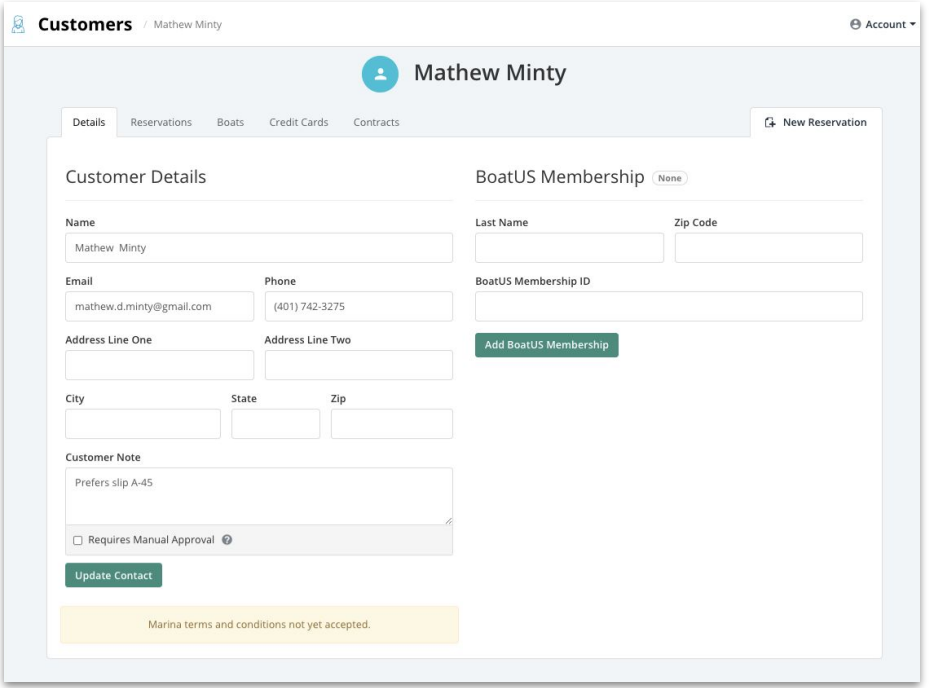
- Automate billing while maintaining the flexibility to customize charges, add fees, discounts and more.
- Automatically send email invoices to customers prior to, and on day of, payment date.
- Securely store payment methods to automatically bill customers.
- Automatically alert customers to update payment info when CCs expire.



Paperless Contract Management

(Replace your filing cabinet with a nice potted plant.)

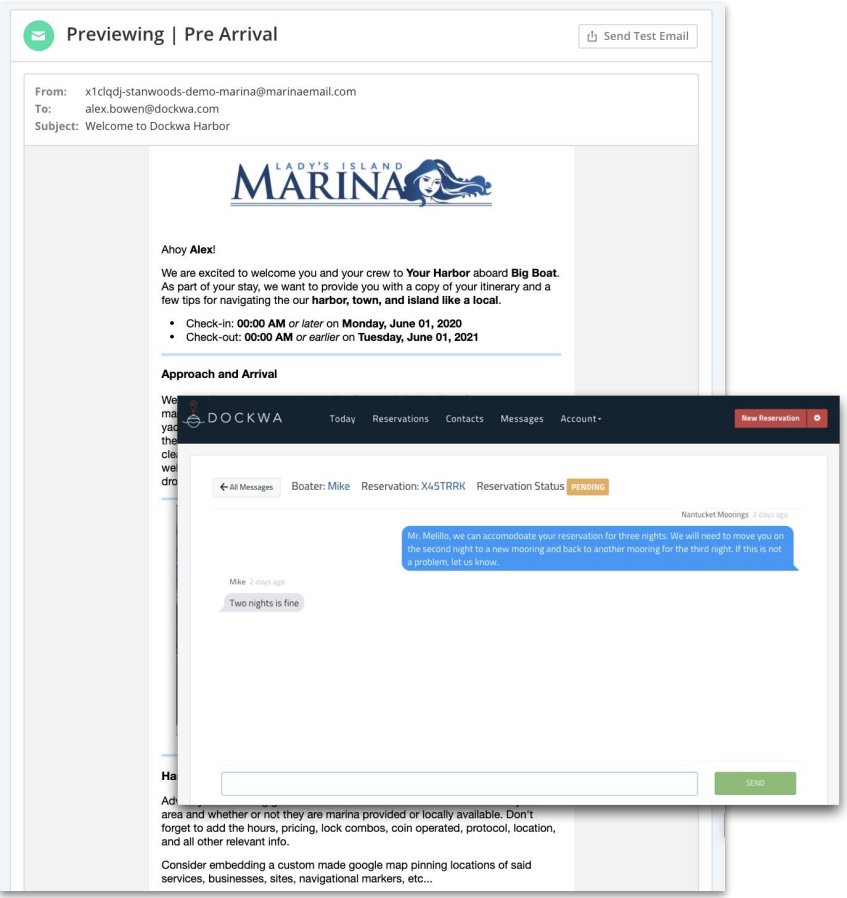
- Easily create and send slip and storage agreements/contracts.
- Deliver contracts straight to customer email (no need for paper or PDFs).
- Offer customers e-sign capabilities.
- Seamlessly enroll customers in auto billing at the time of signing.
- See, in real time, the status of each outstanding contract.



Searchable Customer Database

(No more mnemonic devices to remember that guy who didn't pay you last month.)

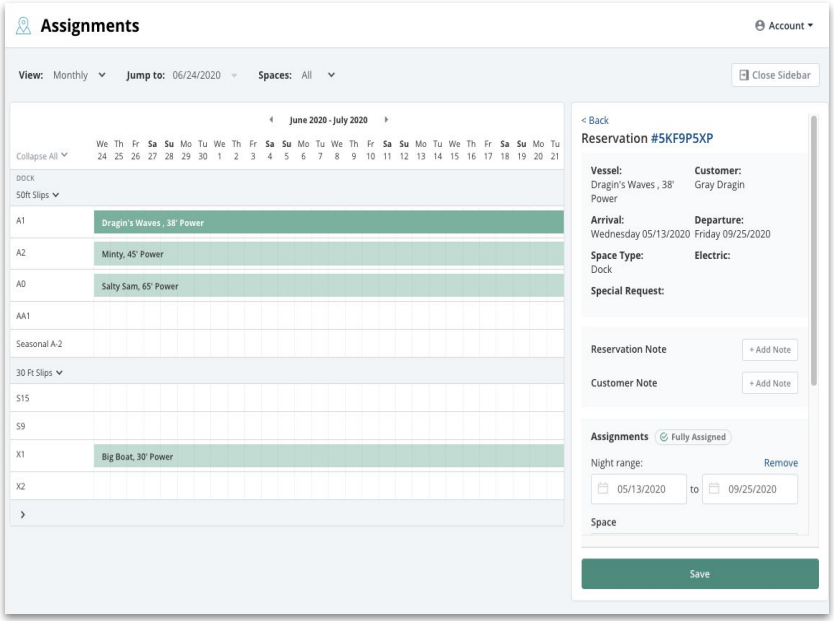
- Store all information on customers in one easy to navigate system (Boats, contact info, address, reservations, contracts, payment methods, notes etc.).
- Access customer data from any device and via the Dockwa mobile app.
- Rest easy adding all historical and future customer data - you'll have unlimited database storage.



Real-time Trackable Communications

(Connecting with boaters shouldn't be a game of telephone)

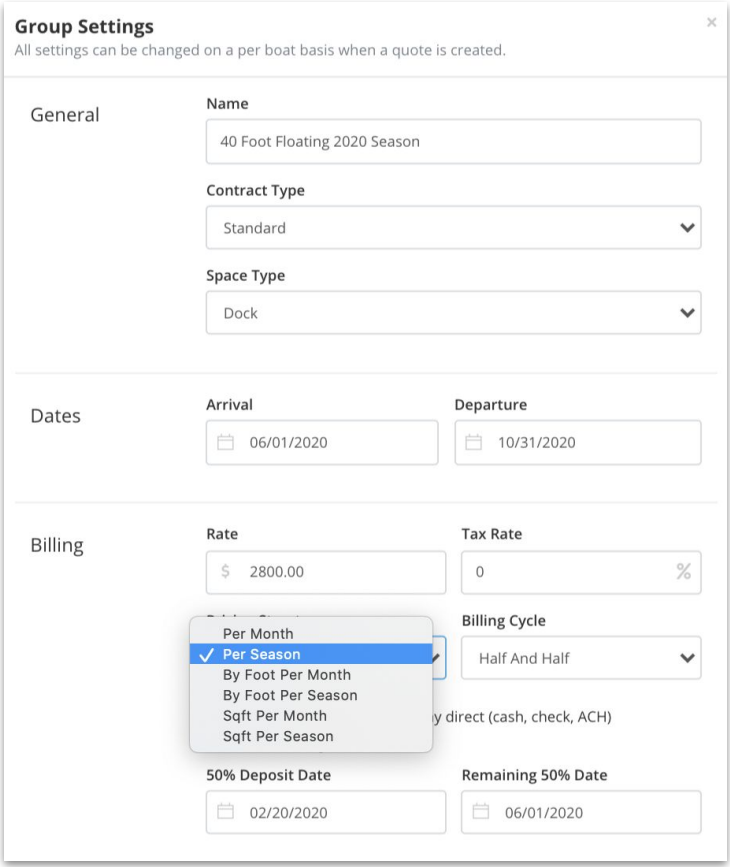
- Email approach instructions, wifi passwords, etc, to transient customers and long term tenants right from Dockwa.
- Customize templates you use again and again.
- Send and receive direct messages to/from your guest's smart phone and email.
- Store chat history on all reservations and customer records.



Availability and Assignments

(More fun than excel, more trustworthy than that whiteboard)

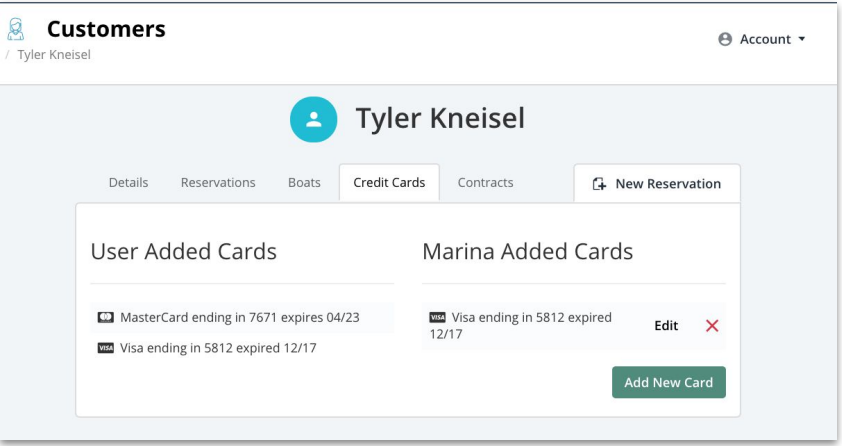
- Fully customize Dockwa assignments to see inventory and availability of your whole marina.
- Easily pinpoint what boat is in each slip and find boaters contact information.
- Assign any vessel to the spaces that you've created.
- Easily keep track of inventory when making new reservations.
- Manage on the go or out of the office on any device.



Flexible Payment Configuration

(As many options as there are boaters in the sea.)

- Customize how much your boaters pay up-front, and throughout their stay, for their reservation or lease.
- Set up Nightly, Weekly, Monthly, Bi-annual, and Annual rates for transient customers.
- Charge your seasonal/annual customers Per month, Per season, By foot per month, By foot per season, Sqft per month, Sqft per season.
- Access daily and monthly accrual and asset-based revenue reports



Secure Payment Processing

(Put yourself and your boaters at ease.)

- Encrypted credit card payment processing means you never have to worry about keeping your customers' data safe.
- Automated credit card payment processing takes human error out of book-balancing by feeding directly into your financial reporting.

"We've run the gamut of contract management processes, and we love the customization [of Dockwa Contracts]. Customers are accustomed to DocuSign documents, and adding an end-to-end system that handles both the contract signature as well as automatic payment processing was a huge benefit. There is also a definite time-saving component – once a customer signs the agreement, the automatic payment processing is scheduled and eliminates our team from having to track down customers for payments."

Kathy Donovan

Owner, Donovan's Shady Harbor Marina - New Baltimore, NY

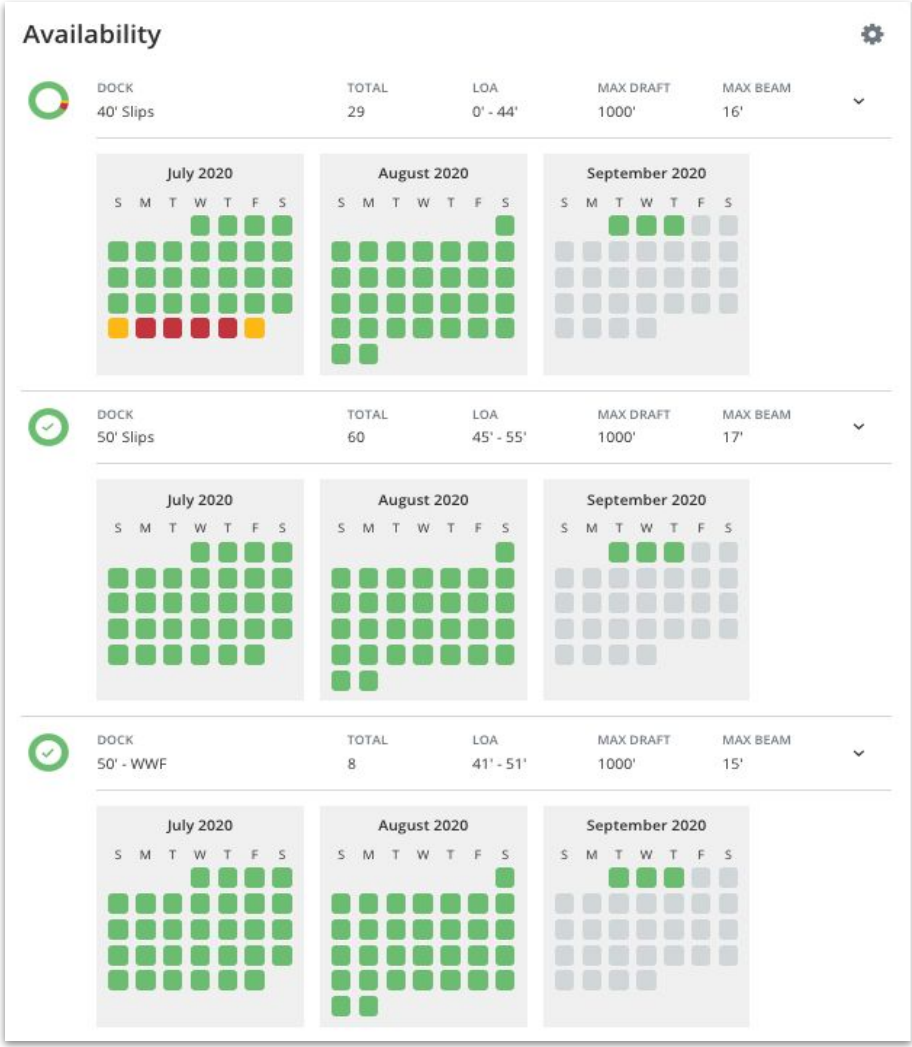
Audit your business

There may be more money in those docks than you realize.

Occupancy Reporting

(Because feeling full isn't the same as being full.)

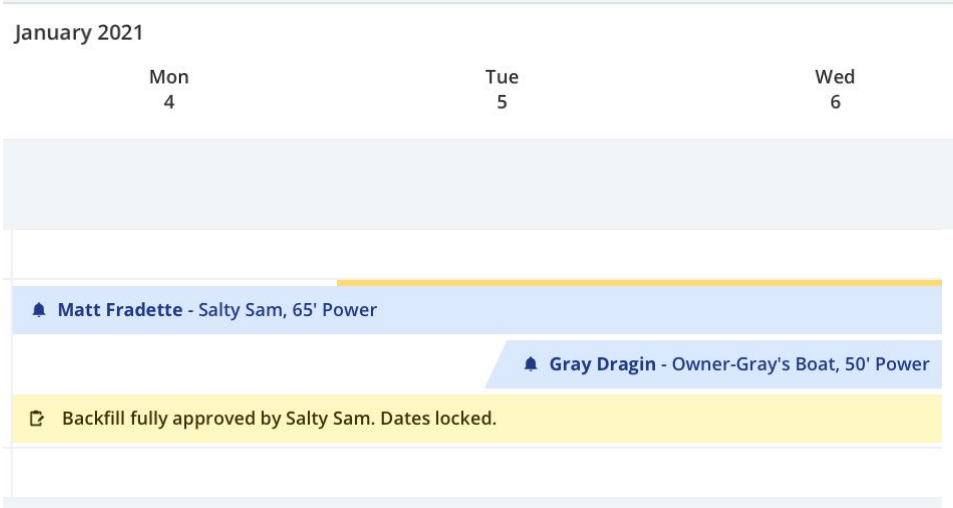
- Export custom occupancy reports to Excel for any time period.
- Easily find trends in your marina's composition.
- Use trends in your occupancy to spot opportunities for Dockwa Deals, rate increases, policy adjustments.



Easily backfill slips left temporarily empty.

(The only thing better than 100% occupancy is 110%)

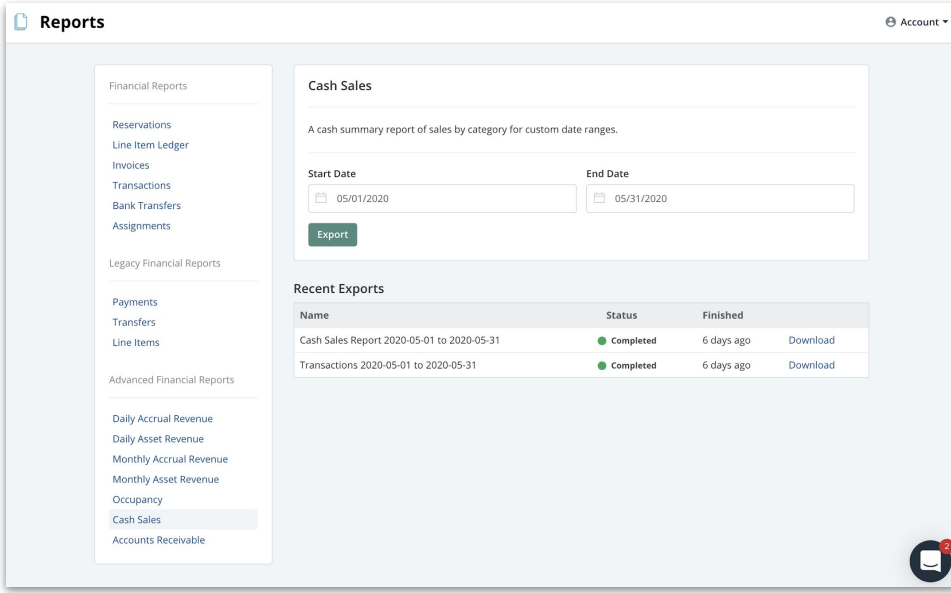
- Facilitate and track backfills
- Communicate in-app with your boaters about changes to arrival/departure dates.
- Run promotions to fill unexpected openings. 60% of Dockwa marinas who run a deal on the platform generate bookings through the deal.



Real Time Financial Reporting

(Move accounting from complicated to calming.)

- Easily export data to Excel for reconciliation and analysis.
- Start strong with 13 pre-built reports.
- Segment by day, week, month, or custom date ranges.
- Data available in real time.



One more very important thing...

This is the platform your *customers* would choose

24/7 Online Booking:
73% of boaters prefer online to the phone and 35% plan travel outside of booking hours.

A Walletless Experience with Credit Card Payment
80% of consumers prefer card payments over cash.

A Direct Line of Communication
Customers can reach you and you can reach them.

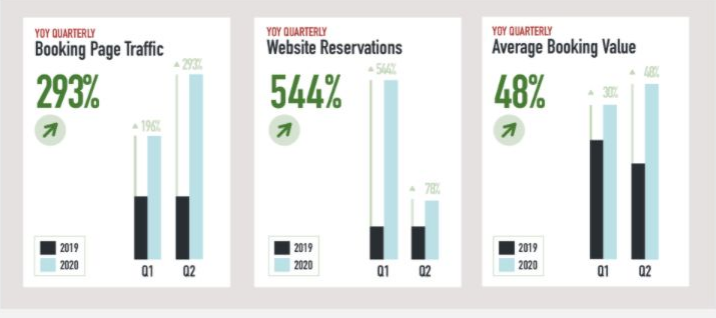
Reviews They Can Trust
76% of people read reviews before making a decision.

Stock Island Marina Village

Dockwa Success Story
Stock Island Marina Village

With Dockwa, Stock Island Marina Village increased their total leads and reservations by 178% YoY

Market Your Marina's Destination Like Stock Island Marina Village by Putting the Guest's Experience First



Stock Island Marina Village uses Dockwa's software and services to increase occupancy and revenue growth while providing an exceptional guest experience. This combination enables them to create a true destination marina in Key West and **increase their quarterly YoY dockage bookings by 31%.**

About Stock Island Marina Village

A deep-water marina in the Key West, Stock Island Marina Village is a award-winning 288 slip marina featuring one of the largest live-aboard communities in Key West.

In 2019 they installed new state-of-the-art Bellingham docks that accommodate vessels up to 450', added a second waterfront pool, and expanded their outdoor event space to accommodate 250 people.

The operation is helmed by a team of hotel and resort operators who are experts in guest experience. **The team's highest priority is their guest's experience**.

Final Details

Support, Pricing, and ROI

Summary by the Numbers

UNPARALLELED VISIBILITY

VISIBILITY FOR CUSTOMERS

8+ MILLION VISITS

Dockwa and Marinas.com customers have benefited from more than 8 million profile visits in 2020.

MOBILE BOOKINGS

98% ANNUAL GROWTH

Dockwa and Marinas.com users increasingly use mobile apps to plan and book their outdoor experiences.

VISIBILITY FOR CUSTOMERS

62% BOATS OVER 40'

A majority of U.S. Coast Guard registered vessels over 40 feet in length are Dockwa users.

BE WHERE THE BOATERS ARE

NIGHTS BOOKED

4.7+ MILLION NIGHTS

Dockwa users have booked more than 5 million nights at marinas across the U.S.

GREAT REVIEWS

4.8 STARS

Boaters love Dockwa's app, leaving over 8,500 reviews with a 4.8 out of 5 rating.

PREFERRED PAYMENT

72% PREFER ONLINE

Online reservations at marinas were new to the boating industry. Almost 3/4 of boaters prefer online to the phone.

BOATERS, ON DEMAND

SHOPPING FOR A SLIP

172% ANNUAL GROWTH

During the pandemic, Dockwa and Marinas.com saw 172% growth in boaters looking for long term slips at marinas.

VERIFIED REVIEWS

15,000+ REVIEWS

Marinas.com users have left more than 15,000 reviews at marinas around the world.

DEALS FOR BOATERS

60% DEAL CONVERSION

60% of Dockwa marinas who run a Deal on the platform generate new bookings through the deal.

The People Behind Dockwa

We'll be your extended dockhands, marketers, bookkeepers and strategists.

Experienced 35-person team located in the United States: We have all Account Management, Implementation, Support, Product Development, Engineering and R&D services in-house and in the United States.

Industry experts and leading technology provider: Almost every employee has either previously operated a marina or is an avid boater with tons of industry knowledge.

Dedicated support team with unlimited 24/7 Live Support: You have the ability to call, email, or chat live support representatives any day or time to receive immediate answers to support issues.

Personal Marina Success Manager: You have a dedicated personnel that is educated on your specific operation and geographic region, and is available for training, implementation and consulting at a moments notice.

Dedicated Implementation Specialist: During the implementation process, you have a dedicated specialist to help import customer data and get you fully set up on the software in a matter of days.

DOCKWA
Stronger Demand. Smoother Days.

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DOCKWA

ACCOUNT # - x1cl9dv

YOUR DOCKWA ORDER

Quote Expires - 06/30/2022

CUSTOMER	City of Norwalk Moorings			
CONTACT	Alan Kibbe			
PHONE	203-952-5166			
EMAIL	alankibbe40@gmail.com			
ADDRESS	125 East Avenue	Norwalk	CT	06855

YOUR SUBSCRIPTION-

INITIAL SUBSCRIPTION TERM - New 12-month subscription
INITIAL SUBSCRIPTION TERM BILLING FREQUENCY - Yearly

SERVICES PROVIDED
Dockwa Manage Subscription
10% software subscription discount in year one + waived $199 set up fee(if signed up in month of June)

DOCKWA PROCESSING FEE 3.5% PER CONFIRMED RESERVATION

YOUR RECURRING FEES-

SUBSCRIPTION TERM BILLING FREQUENCY - Yearly , STARTING ON DATE OF FIRST INVOICE.

DESCRIPTION	TYPE	LIST PRICE	SALES PRICE
Dockwa Manage - Annual Payments	Recurring	$2,000/year	1,800
Dockwa Manage Setup Fee	One-time	$199	0

TOTAL SALES PRICE (EXCLUDING SALES TAX, WHERE APPLICABLE) - 1,800.00

You will be billed and invoiced for the first 12 months of service on the start date of your subscription.

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Annual subscription renews automatically each year on the anniversary of the subscription start date unless you provide written cancellation notice at least 30 days in advance of the renewal date.

Dockwa subscriptions have a default term of 12 months. If the selected Dockwa subscription requires a recurring subscription fee, the Dockwa subscription will automatically renew, unless at renewal you change your billing settings to month-to-month, we terminate it, or you notify us by email (mayday@Dockwa.com) of your decision to terminate your current Dockwa subscription. You must cancel any automatically renewing Dockwa subscription before it renews in order to avoid billing of subscription fees for the renewal term. All fees and charges are nonrefundable and there are no refunds or credits for partially used periods.

SERVICES PROVIDED-

Company will use commercially reasonable efforts to provide Customer the services described in the Dockwa Services Provided section above, and Customer shall pay Company the Fees in accordance with the terms herein

SOFTWARE SERVICES AGREEMENT-

This SaaS Services Agreement ("Agreement") is entered into on this _____ (the Effective Date") between The Wanderlust Group, Inc., with a place of business at 1035 Cambridge St, Ste 19 Cambridge, MA 02141 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Signed for ("Customer")	Date
Alan Kibbe	
Name (Print)	Title
Street Address	City State ZIP
Address	City/State/Zip

DocuSigned by:

Mathew Minty	6/23/2022
03BDE77E3FBF4EB...	
Signed for The Wanderlust Group, Inc.	Date
Mathew Minty	Senior Account Executive
Name (Print)	Title
449 Thames St, Unit 200	Newport, RI 02840
Address	City/State/Zip

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TERMS AND CONDITIONS

This Dockwa Software-as-a-Service (SaaS) Agreement (collectively with any documents incorporated by reference, the "Agreement" or the "Terms and Conditions") is by and between The Wanderlust Group, Inc. dba Dockwa ("Company") and the entity identified in the applicable order ("Customer"). (Each a "party" and collectively, the "parties").

THE EFFECTIVE DATE OF THIS AGREEMENT SHALL COMMENCE UPON CUSTOMER'S ACCEPTANCE OF THIS AGREEMENT BY CLICKING 'ACCEPT' OR EXECUTING AN ORDER FORM THAT INCORPORATES THIS AGREEMENT BY REFERENCE. BY ACCEPTING THIS AGREEMENT CUSTOMER AGREES TO COMPLY AND BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. IF CUSTOMER DOES NOT HAVE AUTHORITY OR DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, CUSTOMER MAY NOT USE THE SERVICES.

1. SAAS SERVICE AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of or cancel passwords it deems inappropriate. "Services" mean the software-as-a-service applications and platform provided by Company as ordered/purchased by Customer under an Order Form, including support and maintenance of the SaaS, but excluding professional services. An "Order Form" means one or more ordering documents for purchases of Services and products, that are executed by Customer and Company from time to time. By entering into an Order Form, Customer agrees to be bound by the-then current and/or updated version of this Agreement. Order Forms are incorporated into this Agreement.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Company's standard practice.

The Company will provide Technical Support to Customer via both telephone and electronic mail seven (7) days a week during the hours of 9:00 am through 5:00 pm Eastern time, with the exclusion of Federal Holidays ("Support Hours").

Customer may initiate a helpdesk ticket during Support Hours by calling (401) 236-8304 or any time by emailing support@dockwa.com.

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for time sharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

2.2 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's terms of service then in effect (available at https://ahoy.dockwa.com/about-us/terms-of-service) and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from a violation of the foregoing or otherwise from Customer's use of Services.

2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

2.4 Customer shall (a) be responsible for its users' compliance with this Agreement; (b) be responsible for the accuracy, quality, integrity, and legality of Customer Data and of the means by which Customer acquired Customer Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Company promptly of any such unauthorized access or use, (d) use the Services only in accordance with the documentation and applicable laws and government regulations, and (e) provide Company with assistance, information and materials that are reasonably requested as necessary to effectively provide the Services. "Customer Data" means any data of the Customer, regardless of whether in printed or electronic form, that is (i) provided to or accessed by Company in order for Company to perform its obligations under this Agreement, (ii) provided to Company by it users, or (iii) derived from Customer's use of the Software and Services. Customer Data expressly excludes any Aggregated Data as defined in Section 3.3.

2.5 Company may temporarily suspend Customer's and its users' access to the Services in the event that either Customer or any of its users is engaged in, or Company in good faith suspects Customer or any of its users is engaged in, any unauthorized conduct (including, but not limited to any violation of this Agreement including failure to pay any fees when due). Company will attempt to contact Customer prior to or contemporaneously with such suspension; provided, however, that Company's exercise of the suspension rights herein shall not be conditioned upon Customer's receipt of any notification. A suspension may take effect for Customer's entire account and Customer understands that such suspension would therefore include its user sub-accounts. Customer agrees that Company shall not be liable to Customer or any of its users or any other third party if Company exercises its suspension rights as permitted by this Section. Upon determining that Customer has ceased the unauthorized conduct leading to the temporary suspension to Company's reasonable satisfaction, Company shall reinstate Customer's and its users' access and use of the Services. Notwithstanding anything in this Section to the contrary, Company's suspension of Services is in addition to any other remedies that Company may have under this Agreement or otherwise, including but not limited to termination of this Agreement for cause. Additionally, if there are repeated incidences of suspension, regardless of the same or different cause and even if the cause or conduct is ultimately cured or corrected, Company may, in its reasonable discretion, determine that such circumstances, taken together, constitute a material breach.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c)

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was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 As between Company and Customer, Customer owns all right, title and interest in and to the Customer Data.

3.3 As between Company and Customer, Company owns and retains all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with support for the Services, (c) Company Confidential Information and/or Aggregated Data, and (d) all intellectual property rights related to any of the foregoing. "Aggregated Data" is anonymous, statistical, analytical and other aggregated data that is collected automatically while performing the Services for the main purpose of improving the Services and that does not personally identify Customer or its users. Aggregated Data cannot be re-identified.

3.4 There are no licenses by implication under this Agreement and no rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees, including processing fees, described in the Order Form for the Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change its pricing as set forth in Section 5.1 below. Company may offer promotional pricing or offers which shall be applicable solely while such promotion or offer lasts, at Company's sole discretion. Company does not provide price protection or refunds in the event of promotions or price decreases.

4.2 If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit, provided that (i) Customer pays all undisputed amounts when due; (ii) Customer identifies the specific charge(s) in dispute and provides a reasonably detailed written explanation of the basis for the dispute; and (iii) Customer reasonably cooperates with Company in investigating and resolving the dispute. Inquiries should be directed to Company's customer support department.

4.3 The Customer agrees to enroll in automatic billing. The customer will authorize the Company: (a) to initiate recurring automated clearing house (ACH) debit entries or debit card payments from the checking or savings account you specify, or (b) to initiate recurring charges from your specified credit card.

4.4. The amount debited from the customer's checking or savings account or charged to the customer's credit card every billing period will be the amount indicated on the Order Form, or, for any renewal term, the price as of the date of such renewal set forth in our pricing page (https://ahoy.dockwa.com/marina-management/pricing), plus additional charges billed to your account during the term, less credits or payments posted to your account. Once the enrollment is processed, all payments will be automatically withdrawn from the specified checking or savings account or charged to the designated credit or debit card at the beginning of each subscription term, unless the Customer cancels the subscription in accordance with section 5. Customer understands and agrees that if Customer suspends or terminates its payments (or its payment authorization), and Customer does not cure such payment breach as set forth in Section 5.2, Company may, in accordance with Section 2.5, suspend all Services, including suspending Company's transaction payouts to Customer's bank account.

4.5 Company may choose to bill through an invoice, in which case full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice.

4.6 Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service.

4.7 Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

4.8 Payments by check must be mailed to:

Dockwa
P.O. Box 179
Freeport, ME 04032

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for an Initial Subscription Term of twelve (12) months, and shall be automatically renewed for additional periods of the same duration as the Initial Subscription Term (collectively, the Initial Subscription Term plus all renewal terms, the "Term"), unless either party requests not to renew at least thirty (30) days prior to the end of the then-current term. The pricing for any automatic renewal term will be the same as that during the immediately prior Subscription Term unless Company has given Customer written notice of a price change at least thirty (30) days before the end of the expiring Subscription Term, in which case the price change will be effective upon renewal. Customer understands and agrees that if Company agrees to provide Services to Customer in the future after Customer's subscription terminates for any reason, the amount Customer paid under any prior term or time period is not determinative of the amount Customer will pay should Company provide Services to Customer again.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement.

5.3 Customer will pay in full for the Services up to and including the last day on which the Services are provided. Company shall have the right to terminate this Agreement for convenience upon at least sixty (60) days prior written notice to Customer. If Company exercises such termination right, Company shall refund to Customer the amount of any pre-paid fees for the remainder of the terminated Term.

5.4 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES

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WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing.

The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense, (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B)FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

9.1. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement (and all documents incorporated herein) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. In the event of a conflict between this Agreement and any Order Form, or other document referencing this Agreement that is executed by both Parties, the Order Form shall govern. This Agreement, including each Order Form, shall prevail over any different, conflicting, inconsistent or additional terms contained in any purchase order or like document issued by Customer. All waivers and modifications to this Agreement must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. Customer agrees that, so long as this Agreement remains in effect, and for a period of two (2) year following the termination or expiration hereof, it will not directly solicit for employment the employees of Company without Company's prior written consent; provided, however, that the foregoing prohibition shall not preclude the hiring by Customer of any individual who responds to a general solicitation or advertisement, whether in print or electronic form, only job postings and social networking sites.

9.2. Company can change, update, add or remove provisions of this Agreement at any time by posting the updated version online and by providing a notice on the Services. Any changes will become effective for Customer after Customer's then-current subscription expires or terminates. If Customer does not agree with such changes, Customer may choose not to renew Customer's subscription even if Customer previously agreed to automatic renewal for payment. Company may make changes to the Services at any time, provided that Company shall not materially diminish the quality of the Services. We will not be liable to Customer or any third-party should we exercise our right to modify the Services.

10. HARDWARE PRODUCTS TERMS

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B)FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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HARDWARE PRODUCTS TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY. THESE TERMS APPLY SOLELY IN THE EVENT OF THE PURCHASEA OF A HARDWARE PRODUCT.

THE TERMS AND CONDITIONS OF PRODUCT SALES ARE LIMITED TO THOSE CONTAINED HEREIN AND THOSE WITHIN AN ORDER FORM. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU ("BUYER") ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY MAKING AN ORDER FOR PRODUCTS FROM **THE WANDERLUST GROUP, INC. DBA DOCKWA ("SELLER")**, BUYER AGREES TO BE BOUND BY AND ACCEPTS THESE HARDWARE TERMS **("TERMS")**.

These Terms constitute a binding contract between BUYER and SELLER (as defined in the Order Form) and are referred to herein as either "Terms" or this "Agreement". BUYER accepts these Terms by placing an order with SELLER through an Order Form.

1. PRODUCTS

"Product" means the tangible hardware equipment (including point of sale devices) supplied by SELLER to BUYER in accordance with an Order Form that is accepted by SELLER.

2. PURCHASE PRICE

BUYER agrees to pay SELLER the price for the Products, in the amount and in accordance with the payment terms set forth in the Order Form. Prices for the Products will be listed at the time of BUYER's purchase. SELLER may change pricing and availability at any time. If BUYER does not submit immediate payment, SELLER may delay shipment of the Products until the full amount of BUYER's payment is received. The amounts BUYER pay for the Products are in addition to the fees BUYER pay for other business services that may be offered by SELLER and its affiliates (each, a "SELLER Service" or "Service") that are provided to BUYER under BUYER's agreements with SELLER, including the SELLER SaaS Agreement (collectively, the "SELLER Agreements").

Unless otherwise stated, the prices shown for the Products exclude taxes and shipping costs. SELLER will add all taxes and shipping costs to the total amount of BUYER's purchase, and show BUYER the final amount due before BUYER completes its purchase. BUYER is solely responsible for all taxes and shipping costs that apply to the Products that BUYER purchases.
These Purchase Terms apply to any Products that SELLER chooses to provide to BUYER at no cost, and BUYER's rights and obligations with respect to those Products do not change merely because BUYER did not pay for the Products.

3. TAXES

All prices and charges for Products provided hereunder are exclusive of any taxes applicable to the transaction, such as value added taxes, sales or use taxes, duties, or other taxes or levies imposed by any government, public authority, or government agency on BUYER's purchase of the Products hereunder, all of which are the responsibility of BUYER to pay, provided, for avoidance of doubt, that BUYER shall not be responsible for payment of any taxes based on the income, property or employment of employees by SELLER. In the event SELLER is ever assessed or threatened to be assessed taxes, fees, levies, penalties and/or fines regarding BUYER's failure to pay any taxes applicable to the transaction, BUYER agrees to indemnify SELLER for the amount claimed due from BUYER.

4. AVAILABILITY

Products are manufactured by third parties and resold by SELLER. While SELLER uses reasonable efforts to maintain sufficient supply of the Products, inventory shortages at SELLER manufacturers and distributors may affect SELLER's ability to fulfil an order. If there is a delay in manufacture or distribution of a certain Product that SELLER believes will affect BUYER's order, SELLER will use reasonable efforts to notify BUYER of the delay and keep BUYER informed of the revised delivery schedule. SELLER is not obliged to accept any order, and SELLER may cancel accepted orders at any time if SELLER is unable to fulfil the order for any reason.

5. SHIPMENT AND DELIVERY

SELLER shall ship products to BUYER as set forth in the Order Form and upon payment of the purchase price specified in such Order Form. BUYER understands that all Products purchases must be paid in full prior to shipment of the Products to BUYER. Either party may notify the other of complications arising with these dates and will reschedule at that time. Exact delivery time cannot be guaranteed. SELLER will select the carrier that will ship the Products. SELLER will inform BUYER of the shipping fees (if any) before BUYER confirm BUYER's order. If SELLER provides BUYER with an estimated shipping or delivery date, that date is not guaranteed, and inventory shortages or events beyond SELLER's control could impact the delivery date. Also, many events beyond SELLER's control can affect the delivery of Products after SELLER provides them to the carrier. SELLER is not liable for late shipment or delivery, or any loss, damage, or penalty BUYER may incur from any delay in shipment or delivery, even if BUYER has paid an additional fee for expedited shipping. Despite any contrary terms in any invoice or purchase order, title and risk of loss for the Products passes to BUYER when SELLER delivers the Products to the address that BUYER provides. Unless otherwise agreed in an Order Form, SELLER only ships Products within the United States of America.

6. CANCELLATION/RETURN POLICY

(a) Cancellation. If BUYER submits an order, and SELLER accepts the order, BUYER is bound by the order unless SELLER cancels the order. If SELLER cancels BUYER's order, SELLER will fully refund the purchase price to BUYER. In the event BUYER cancels BUYER's order prior to shipment of the Products, SELLER will refund to BUYER within thirty (30) days the amount of BUYER's payment (if any) [LESS any expenses already incurred by SELLER] using the same method of payment BUYER used to purchase the Product.

(b) Returns. BUYER may return any Product in its original packaging and condition (including all accessories and components) within 30 days after the date of BUYER's purchase. To begin the return process for a Product, please contact SELLER at support@dockwa.com. SELLER will provide BUYER with return shipping instructions. If BUYER follows SELLER instructions, SELLER will cover the cost of return shipping and will refund BUYER's purchase price in full using the same method of payment BUYER used to purchase the Product. SELLER will not take title to any returned Product until the item arrives at the facility to which SELLER instruct BUYER to return the Product. Returns may be subject to a restocking fee. Notwithstanding the terms of this section to the contrary, BUYER agree that any duties and taxes that may be recoverable by BUYER will not be charged or collected from SELLER. This clause does not limit any rights that BUYER might have to seek a refund under applicable Law.

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7. USE OF THE PRODUCTS

(a) BUYER may only purchase the Products for BUYER's own use. BUYER may not otherwise resell, rent, lease or further distribute Products, or allow a third party to use Products that BUYER has purchased. SELLER reserves the right to refuse to sell or ship the Products to any person SELLER believes intends to use, resell, distribute or lease the Products in a manner prohibited by these Terms. The foregoing limitations will not apply to the extent prohibited by applicable Law.

(b) BUYER agrees that use of the Products is subject to the additional terms of the original equipment manufacturer and/or of the provider of additional payment services appliable to point of sale devices (collectively, "Additional Terms"). Such Additional Terms are hereby incorporated by reference and you agree and accept that you are subject to and bound by these Additional Terms, including without limitation, Stripe's Terminal Device Software License Agreement and Stripe Terminal Services Terms (the "Stripe Agreements") and BUYER agrees to use the Products in a manner that is consistent with the terms of the Stripe Agreements.

(c) Additionally, BUYER must not, and must not enable or permit any third party to:

- use a Product in any country other than the country to which SELLER shipped that product;
- represent, or use any technical measures in an attempt to represent, that the location of a Product is a location different from its actual physical location;
- use a Product to enable any party (including BUYER) to benefit from any activities SELLER has identified as a restricted business or activity. Restricted businesses include use of the Products in or for the benefit of a country, organization, entity, or person embargoed, blocked or on a sanctions list identified by any government, government body or supranational body; or
- (i) copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any data, content, or any part of a Product Documentation, except as expressly permitted by applicable Law; (ii) transfer any rights granted to BUYER under these Terms unless otherwise agreed between BUYER and SELLER in writing; (iii) work around any of the technical limitations implemented in a Product or enable functionality that is disabled or prohibited; (iv) reverse engineer or attempt to reverse engineer a Product except as expressly permitted by applicable law; (v) perform or attempt to perform any actions that would interfere with the normal operation of a Product or impact the use of the Products by other users; or (vi) impose an unreasonable or disproportionately large load on the SELLER Services.

(d) If SELLER suspects or knows that BUYER is using or have used Products for unauthorized, fraudulent, or illegal purposes, or in a manner that exposes BUYER, SELLER, or others to risks unacceptable to SELLER, SELLER may limit or disable the functionality of BUYER's Products, until such time as BUYER demonstrates to SELLER's reasonable satisfaction that SELLER's suspicion was unfounded, or BUYER provides SELLER with sufficient assurances that the unacceptable use has been appropriately mitigated and will not recur. Use of the Products in conjunction with any other products, such as hardware accessories, may lead to incompatibilities which may cause the Products to not function correctly. As a consequence, all such use is at BUYER's own risk. These Terms do not grant any rights or licenses in the Products other than as expressly stated in these Terms and the Terminal Device EULA.

8. LIMITED WARRANTY

SELLER will provide a one-time immediate Product replacement on any Product supplied by SELLER which failed during normal use. BUYER shall not be responsible for the cost of the replacement Product. At SELLER's option, BUYER may be responsible for the cost of shipping and other out of pocket expenses made by SELLER.

Additionally, the Product manufacturer provides a one-year limited warranty against defective materials and faulty workmanship in the Products. The warranty period starts on the date of BUYER's original purchase of the Product from SELLER and/or receipt of a Product replacement, as applicable, and ends one year after that date. If BUYER submits an additional claim during this warranty period that is within the scope of the manufacturer limited warranty, and BUYER follows SELLER's instructions for returning the Product, SELLER will at its option, to the extent permitted by applicable Law, either repair the Product, replace the Product, or refund to BUYER all or part of the purchase price of the Product. This limited warranty applies only to unaltered Products that are used in accordance with these Terms and not subject to accident, misuse, or neglect. This provision does not cover damage resulting from acts of God, flood, lightning, malicious software, BUYER'S negligence, alterations, mishandling, BUYER's improper installation, or BUYER's failure to protect such Product.

This limited warranty gives BUYER specific rights and is personal to BUYER. BUYER may not transfer this warranty to any other person. BUYER may have additional rights under applicable Law, and this limited warranty does not affect those rights. To make a warranty claim, please contact us at support@dockwa.com. SELLER will provide BUYER with information about how to return Products and obtain a replacement Product.

BUYER ACKNOWLEDGES THAT BUYER'S SELECTION OF ANY PARTICULAR PRODUCT IS BASED ON BUYER'S OWN EVALUATION OF THE REQUIREMENTS OF BUYER'S BUSINESS AND BUYER'S EVALUATION OF THE FUNCTIONS, CAPACITIES AND SPECIFICATIONS OF THE PRODUCTS SELECTED. SELLER DOES NOT WARRANT THAT THE PRODUCTS WILL MEET ALL OR ANY OF BUYER'S REQUIREMENTS OR ANY REQUIREMENTS IMPOSED BY BUYER.

9. DISCLAIMER

THE PRODUCTS ARE PROVIDED AS-IS AND WITH ALL FAULTS. EXCEPT AS EXPRESSLY STATED IN THESE TERMS, SELLER, ITS AFFILIATES, AND THE RESPECTIVE SUPPLIERS, LICENSORS AND SERVICE PROVIDERS OF SELLER AND EACH SELLER AFFILIATE (EACH A "SELLER PARTY" AND TOGETHER THE "SELLER PARTIES") PROVIDE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, AND SELLER DISCLAIMS AND EXCLUDES ANY IMPLIED TERMS, REPRESENTATIONS, WARRANTIES, AND CONDITIONS WITH RESPECT TO THE PRODUCTS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, SATISFACTORY QUALITY AND NON-INFRINGEMENT, AS WELL AS ANY OTHER IMPLIED WARRANTIES, SUCH AS WARRANTIES REGARDING DATA LOSS, AVAILABILITY, ACCURACY, FUNCTIONALITY AND LACK OF VIRUSES. THESE DISCLAIMERS WILL APPLY EXCEPT TO THE EXTENT APPLICABLE LAW DOES NOT PERMIT THEM. ANY WARRANTIES, GUARANTEES, OR CONDITIONS THAT CANNOT BE DISCLAIMED AS A MATTER OF LAW, BUT WHICH MAY BE LIMITED IN DURATION, LAST FOR ONE YEAR FROM THE DATE ON WHICH BUYER RECEIVES A PRODUCT.

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10. LIMITATION OF LIABILITY

(a) UNDER NO CIRCUMSTANCES WILL ANY SELLER PARTY BE RESPONSIBLE OR LIABLE WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), UNDER STATUTE OR OTHERWISE TO BUYER FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES RESULTING FROM BUYER'S USE OR INABILITY TO USE THE PRODUCTS OR FOR THE UNAVAILABILITY OF THE PRODUCTS, FOR LOST PROFITS, PERSONAL INJURY TO THE EXTENT ALLOWED BY APPLICABLE LAW, OR PROPERTY DAMAGE, OR FOR ANY OTHER DAMAGES ARISING OUT OF, IN CONNECTION WITH, OR RELATING TO THESE TERMS OR BUYER'S USE OF THE PRODUCTS, EVEN IF THOSE DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT BUYER OR THE SELLER PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. THE SELLER PARTIES ARE NOT LIABLE WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) UNDER STATUTE OR OTHERWISE, AND FURTHER DENY RESPONSIBILITY FOR, ANY DAMAGES, HARM, OR LOSSES TO BUYER ARISING FROM OR RELATING TO HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE PRODUCTS. THE SELLER PARTIES ARE NOT LIABLE, AND FURTHER DENY RESPONSIBILITY FOR ALL LIABILITY AND DAMAGES TO BUYER OR OTHERS WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), UNDER STATUTE OR OTHERWISE CAUSED BY (I) BUYER'S OR BUYER'S EMPLOYEES', AGENTS', CONTRACTORS', END USERS', AND OTHER PERSONNEL'S ACCESS OR USE OF THE PRODUCTS INCONSISTENT WITH THE DOCUMENTATION; (II) ANY UNAUTHORIZED ACCESS OF SERVERS, INFRASTRUCTURE, OR DATA USED IN CONNECTION WITH THE PRODUCTS; (III) INTERRUPTIONS TO OR CESSATION OF THE PRODUCTS; (IV) ANY BUGS, VIRUSES, OR OTHER HARMFUL CODE THAT MAY BE TRANSMITTED TO OR THROUGH THE PRODUCTS; (V) ANY ERRORS, INACCURACIES, OMISSIONS, OR LOSSES IN OR TO ANY DATA PROVIDED TO US; (VI) THIRD-PARTY CONTENT PROVIDED BY BUYER OR BUYER'S EMPLOYEES, AGENTS, CONTRACTORS, END USERS, AND OTHER PERSONNEL; OR (VII) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHERS. The foregoing limitations will not apply to the extent prohibited by applicable Law.

(b) Except to the extent prohibited by applicable Law, BUYER agrees to limit any additional liability whether in contract, tort (including negligence), under statute or otherwise not disclaimed or denied by the SELLER Parties under these Terms to BUYER's direct and documented damages; and BUYER further agrees that under no circumstances will any such liability exceed in the aggregate the amount paid by BUYER to SELLER for the Products.

(c) Nothing in these Terms operates to exclude or limit liability for (i) death or bodily injury; or (ii) fraud or willful misconduct, to the extent that doing so would contravene applicable law.

11. MISCELLANEOUS

(a) BUYER may not assign any of the rights, interests, or obligations under these Terms without the prior written consent of SELLER. BUYER consents to receiving electronic notifications, which may be provided via a Web browser or e-mail application connected to the Internet. In addition, Internet connectivity requires access services from an Internet access provider. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

(b) These Terms will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, USA, without regard to conflict-of-laws principles. Any action or proceeding seeking to enforce any provision of these Terms or based on any right arising out of these Terms must be brought against any of the parties in the state and federal courts in Massachusetts, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue. If SELLER has to retain an attorney to interpret or enforce the provisions of these Terms, to rescind these Terms, or otherwise with respect to the subject matter of these Terms, even if an arbitration, suit, or action is not instituted, the SELLER will be entitled to recover from BUYER with respect to such issue, in addition to costs, reasonable attorney fees incurred in the consultation, preparation, prosecution, or defense of such issue.

(c) These Terms, together with the Order Form (and including the documents and instruments referred to in these Terms) and any modifications as set forth below constitute the complete and exclusive agreement and understanding of the parties with respect to the subject matter of these Terms and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter. These Terms may not be explained or supplemented by any prior course of dealings or trade by custom or usage. SELLER reserves the right to make changes to these Terms at any time. Any use of the products or services by BUYER after 30 days shall be deemed to constitute acceptance by BUYER of such modifications. If any provision contained in these Terms is or becomes invalid, illegal or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of these Terms, and the invalid, illegal, or unenforceable provision shall be deemed modified so as to have the most similar result that is valid and enforceable under Massachusetts law. Provisions in these Terms which by their nature are intended to survive termination (including indemnification obligations and limitations of liability) will survive termination of these Terms.

KERIN FAZIO

Response to
Request for Proposal

RFP #4254
ON-CALL APPRAISAL SERVICES
Transportation Mobility Parking

City of Norwalk
Purchasing Department

January 17, 2023

Kerin & Fazio, LLC

23 SHERMAN STREET, FAIRFIELD CT 06824

TEL: (203) 292-5500 FAX: (203) 259-9501

ORIGINAL

Michael Fazio, MAI
Christopher Kerin, MAI
David Herbst, MAI

January 17, 2023

Mr. Chris McCauley, Purchasing Officer
City of Norwalk Purchasing Department
125 East Avenue, Room 211
Norwalk, CT 06856-5125

RE: RFP 4254, On-Call Appraisal Services

Dear Mr. McCauley,

Thank for the opportunity to bid on the above referenced Request for Proposal. We are a Connecticut-based appraisal firm built on the expertise of three MAI-designated appraisers, with combined experience of over 80 years in the Connecticut real estate market. Our professionals have a broad base of knowledge valuing all types of real estate including retail shopping centers, Class A office, special purpose manufacturing, distribution warehouse, multi-family residential, health care properties, and hospitality. In addition to our fee appraisal experience, we have recently completed revaluations in the cities of Stamford, Middletown, New Britain, Bristol, Shelton, and Bridgeport, demonstrating our ability to complete large scale valuation assignments. To ensure superior quality and unmatched personal service, our principals work closely with our clients, and remain fully involved in all projects.

We are pleased to submit our bid ***without exception*** to perform the services as outlined in the RFP, specifications. We agree to the City's standard Contract/Agreement language attached to the RFP and will sign all necessary agreements upon contract execution.

For further information and clarification and to whom all office notices or correspondence shall be sent:

Christopher Kerin, MAI, CCIM
Michael Fazio, MAI
David Herbst, MAI
Phone: (203) 2599-9500
Email: chris@kfvg.com
Email: mike@kfvg.com
Email: david@kfvg.com

The proposed bid amount is valid for 60 days from the date of bid opening.

An affirmative Action Employer, Kerin & Fazio, LLC maintains an active Affirmative Action plan. We are also recognized by the State of Connecticut as a Small Business Enterprise (SBE).

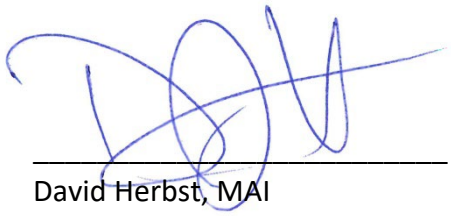
Our work will conform to the Uniform Standards of Professional Appraisal Practices (USPAP) and the high standards and stringent ethics of the Appraisal Institute.

With our unmatched background and experience appraising residential and commercial properties in Connecticut, we believe we are the best choice to partner with the City of Norwalk to provide On-Call Appraisal Services, as needed and when needed, for its Sidewalk Installation Program. Thank you for the opportunity to bid on this assignment. We look forward to continuing our relationship with you. Please contact me for further information or clarification.

Respectfully Submitted,

Christopher Kerin, MAI, CCIM

Michael Fazio, MAI



David Herbst, MAI

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Company Experience

Firm History

Kerin & Fazio, LLC is a real estate valuation and advisory firm founded in 2004 by Christopher Kerin and Michael Fazio. The company is headquartered in Fairfield, Connecticut.

Our goal Kerin & Fazio, LLC is to provide the highest quality valuation and advisory services to our clients, focusing primarily on real estate located in Connecticut. We have three (3) Certified General Real Estate Appraisers holding the MAI designation. Our firm has completed 900 commercial appraisal assignments in Fairfield County within the previous five years, including 125 in Norwalk. Our combined professional expertise and in-house review process ensure a high-quality product.

Our professionals have a broad base of experience valuing all types of real estate including high-end retail, Fortune 100 headquarters, industrial, multi-family residential, affordable housing, residential subdivision, condominium developments, health care properties, and hospitality.

Kerin & Fazio is on the approved list for the majority of local and regional financial institutions, and has completed assignments for local, state, and federal government agencies. Our management expertise is evidenced by several multi-property portfolio appraisal assignments completed over the past three years, and the completion of revaluation assignments with up to 40,000 parcels each.

We are available for expert testimony in support of our valuations, and have participated in hundreds of pre-trial conferences, and dozens of trials.

Appraisal & Consulting Capabilities

Appraisals for Commercial Lending	Expert Court Testimony
Takings, Partial & Total	Neighborhood Impact Studies
Portfolio Valuations	Eminent Domain Valuations
Asset Purchase/Disposition	Environmental Contamination Valuations
Development Impact Studies	Sewer System Impact Analysis
Litigation Support	Ad Valorem Tax Appeal Consulting

Company Resources

We have unmatched access to local and regional market data. We maintain a proprietary internal database of commercial sales, leases, capitalization rates, and expenses, with over 11,000 entries, giving us unique insight into the regional commercial real estate markets. We subscribe to CoStar, a commercial database reporting current lease offering, completed leases, sale offerings, and confirmed sales. CoStar also enables us to analyze local market data such as vacancy, rental rate, and absorption rates across all property types, isolating for property characteristics such as physical characteristics and location.

Valuation Expertise

Our valuation expertise includes a wide range of property types. Relevant experience includes by is not limited to automotive dealership, gas station/auto repair, fast food restaurant, retail building, land with billboard, multi-tenant office, medical office, regional shopping center, pharmacy, hospitality, special purpose manufacturing, warehouse, skilled nursing facilities, and multi-family, and single family residential.

In addition to numerous single assignment easement valuations, the following table provides samples of recent multi property easement valuation assignments completed.

Multi Property Easement Assignments

Assignment	Municipality/Client	Number of properties
Traffic Signal Easement Acquisition	City of Norwalk, Mobility Parking	3
Temporary and Permanent Easements (Commerce Drive Bridge Project)	Town of Fairfield, Engineering Department	3
Sidewalk Easements	Town of Trumbull, Engineering Department	9
Sidewalk Easements	Town of Newtown, Engineering Department	3
Danielson Airport Avigation Easements	Connecticut Airport Authority c/o Stantec	18
Hartford-Brainard Airport Avigation Easements	Connecticut Airport Authority c/o Stantec	20
Bradley Airport Avigation Easements	Connecticut Airport Authority c/o Hoyle, Tanner & Associates, Inc.	37

The following tables provide samples of additional recent valuation assignments completed on various property types.

Skilled Nursing Facilities

Property	City	Property Size (Beds)	Scope
Bloomfield Healthcare	Bloomfield, CT	120	Appraisal
Touchpoints at Bloomfield	Bloomfield, CT	150	Appraisal
Apple Rehab	East Haven, CT	120	Appraisal
Kettlebrook	East Windsor, CT	166	Appraisal
Lord Chamberalin	Stratford, CT	250	Appraisal

We have participated in many pre-trial conferences involving senior housing properties and have completed the valuation of dozens of senior housing properties in connection with revaluation assignments. Chris Kerin and David Herbst also presented a seminar on the valuation of senior housing at the 2016 Assessor's School at UCONN.

Specialty Manufacturing

Property	City	Property Size (SF)	Scope of Work
Pepperidge Farm	Bloomfield	215,000	Appraisal
Niagara Bottling	Bloomfield	435,000	Appraisal
Kaman Corporation	Bloomfield	635,000	Appraisal
Pratt and Whitney	East Hartford	4,000,000	Appraisal/Revaluation
Sikorsky	Stratford	2,500,000	Revaluation

Retail Shopping Center

Property	City	Property Size (SF)	Scope of Work
Brickyard Plaza	Berlin	237,000	Appraisal
Copaco Shopping Center	Bloomfield	415,000	Appraisal
Stop & Shop	Glastonbury	112,000	Appraisal
Stop & Shop	Norwalk	84,100	Appraisal
Stop & Shop	Wallingford	95,000	Appraisal

Multi-Family Apartment

Property	City	Property Size (Units)	Scope of Work
Avalon East Norwalk	Norwalk	240	Appraisal
Arbors at Brighton Park	Bloomfield	132	Appraisal
The Renaissance	Shelton	126	Appraisal
Brooksyde Apartments	West Hartford	123	Appraisal
Brookview Commons	Danbury	115	Appraisal

Hospitality

Property	City	Property Size (Rooms)	Scope of Work
Holiday Inn	Bridgeport	209	Appraisal
Hyatt Place	Milford	87	Appraisal
Doubletree Norwalk	Norwalk	265	Appraisal
Courtyard Marriott	Shelton	161	Appraisal
Courtyard Marriott	Wallingford	143	Appraisal

Large Office

Property	City	Property Size (SF)	Scope of Work
Eversource HQ	Berlin	800,000	Appraisal
Duracell HQ	Bethel	300,000	Appraisal
ESPN Headquarters	Bristol	450,000	Appraisal/Revaluation
The Towers	Norwalk	290,000	Appraisal
Pitney Bowes	Shelton	475,000	Appraisal

Medical Office

Property	City	Property Size (SF)	Scope of Work
Hospital Avenue	Danbury	40,000	Appraisal
Sand Pit Road	Danbury	31,200	Appraisal
Post Road	Fairfield	52,200	Appraisal
Church Street	New Haven	66,300	Appraisal
State Street	North Haven	25,000	Appraisal

Pharmacy

Property	City	Property Size (SF)	Scope of Work
CVS	Bristol	12,130	Appraisal
Walgreens	New Britain	14,500	Appraisal
CVS	Groton	14,300	Appraisal
CVS	Southington	10,125	Appraisal
Walgreens	Wethersfield	13,900	Appraisal

Warehouse

Property	City	Property Size (SF)	Scope of Work
HomeGoods	Bloomfield	800,000	Appraisal
Trader Joe's	Bloomfield	705,000	Appraisal
Murtha Industrial Park	Beacon Falls	350,000	Appraisal
Henry Street	Bethel	360,000	Appraisal

Litigation Support Services

Kerin & Fazio specializes in commercial real estate appraisal and provides litigation support and expert testimony to a wide range of municipal clients. In the last five years we have been involved in hundreds of pre-trial conferences in Connecticut Superior Courts for both our revaluation and litigation support municipal clients.

Recently, Christopher Kerin was the expert witness for West Hartford in the case, "Walgreen Eastern Company, Inc. v. Town of West Hartford". The Superior Court ruled accepted Chris's valuation, which was based on the Highest & Best Use as a retail pharmacy. The decision was appealed to the Connecticut Supreme Court, which upheld the lower court's ruling in a July 2018 decision. The case has wide ranging impact, with more than a dozen pending Walgreen's tax appeal cases in Connecticut.

In the Summer of 2017, the New Britain Superior Court accepted David Herbst's valuation in the case, "Anthony J. Spadaccini and Sole, LLC vs. Town of Norwalk", and ruled that the plaintiffs had failed to prove aggrievement. The subject property was a retail gasoline station and convenience store. David's valuation was based primarily on the Income Approach utilizing the net operating income from the going concern. The case is significant in affirming that the income approach based on the going-concern income can be an appropriate methodology for tax assessment purposes.

In January 2010, the Bridgeport Superior Court upheld the Bridgeport Assessor's valuation of a 136-slip marina after Michael Fazio's appraisal and testimony (Frank Gulia, Jr. Trustee v. Town of Bridgeport). Judge Aronson found Mike's analysis, based on the unit of comparison of price per slip, credible, and ruled that the plaintiff did not prove aggrievement.

Recent Litigation Support Clients		
Beacon Falls	East Hartford	Stamford
Berlin	Greenwich	Stratford
Bloomfield	Groton	Torrington
Bridgeport	Milford	Trumbull
Bristol	New Britain	Wallingford
Cheshire	New Haven	Waterbury
Cromwell	Norwalk	West Hartford
Danbury	Rocky Hill	Westport
Deep River	Shelton	Wethersfield
Derby	Simsbury	Woodbury

Chris, Mike, and David are partners in both Municipal Valuation Services, LLC and Kerin & Fazio, LLC. In the last five years we have been involved in hundreds of pre-trial conferences in Connecticut Superior Courts.

Revaluation Experience

In addition to real estate appraisals, we have successfully completed over 40 Revaluations within Connecticut, since 2010, through our sister company, Municipal Valuation Services, LLC. We use the industry-standard SPSS statistical program to measure and test the statistical reliability of sales in order to ensure quality revaluations. Munival has consistently exceeded performance-based testing standards, with less than 10% COD, and less than 3% deviation in PRD testing.

The following table summarizes the Revaluation assignments completed within the previous five years.

Municipality	Contact	Phone	# of Parcels	Scope of Services	Grand List Year
Berlin	Joseph Ferraro	860-828-7167	9,802	Statistical Revaluation	2022
Bristol	Thomas DeNoto	860-584-6240	21,365	Hybrid inhouse with Data Mailers	2022
Guilford	Jennifer Bernardo	203-453-8010	10,924	Full Revaluation with Data Mailers	2022
Middletown	Damon Braasch	860-638-4930	15,991	Full Revalutaion with Data Mailers	2022
New Britain	Mike Konik	860-826-3323	17,378	Full Revalutaion with Data Mailers	2022
Simsbury	Francine Beland	860-658-3278	300	Commerical Real Estate Properties Only	2022
Stamford	Gregory Stackpole	203-977-4018	35,071	Full Revaluation	2022
Winchester	Jill Healey	860-379-5461	5,656	Full Revalutaion with Data Mailers	2022
Beacon Falls	June Chadderton	203-723-5253	2,697	Full Revaluation with Data Mailers	2021
East Hartford	Brian Smith Sr.	203-291-7260	16,367	Statistical Revaluation	2021
Easton	Rachel Maciulewski	203-268-6291 x150	3,528	Statistical revaluation with Data Mailers	2021
Meriden	Melinda Fonda	203-630-4065	19,547	Full Revaluation with Data Mailers	2021
Shelton	William Gaffney	203-924-1555 x1500	16,055	Full Revaluation with Data Mailers	2021
Trumbull	Mark DeVestern	203-452-5014	12,989	Full Revaluation with Data Mailers	2021
Westbrook	Wendy Leone	860-399-3016 x1122	4,523	Full Revaluation with Data Mailers	2021
West Hartford	Joseph Dakers	860-561-7416	1,269	Commerical Real Estate Properties Only	2021
Bridgeport	Bill Gaffney	203-394-6968	35,940	Full Revaluation with Data Mailers	2020
Fairfield	Ross Murray	203-256-3110	21,624	Update Revaluation	2020
Hamden	Sue Gruen (Town Attorney)	203-287-7055	19,549	Full Revaluation	2020
North Branford	Dave Ambrose	203-484-6013	5,662	Update Revaluation	2020
Stratford	Donna Otlowski	203-385-4025	19,865	Full Revaluation	2019
Torrington	Tom DiStasio	860-489-2222	14,719	Full Revaluation	2019
Barkhamstead	Carmen Smith	860-379-3600	2,129	Full Revaluation	2018
Naugatuck	Carol Ann Tyler	203-720-7016	11,257	Full Revaluation	2018
New Canaan	S. Caldarella	203-594-3005	7,394	Update Revaluation	2018

Project Understanding

Response

Our response to the Request for Proposal for On-Call Appraisal Services (RFP No. 4254) is to provide written "Before and After" appraisal reports as requested for its Sidewalk Installation Program in the State of Connecticut ("DOT") approved eminent domain format in connection with a possible easement acquisition. Using the provided survey of the anticipated easements, analysis of the properties current condition, and the value after the easement acquisition, to assist the City in making an assessment of the damage caused by acquisition of the additional right-of-way easement. The report will include any calculations for any approach to value including to determine the value of the final damages. The City will be responsible for the acquisition of the easement. The Program will be administered by the City in phases, a phase will contain no more than twelve (12) properties, each phase of appraisals shall be complete within sixty (60) days.

The “Before and After” technique utilizing all applicable approaches to value. The DOT format requires that the appraisal report be prepared in conformity with the Appraisal Foundation’s *Uniform Standards of Professional Appraisal Practice*, except to the extent that the *Uniform Appraisal Standards for Federal Land Acquisitions* requires invocation of USPAP’s Jurisdictional Exception Rule, as described in Section 1-4 of the *Uniform Appraisal Standards for Federal Land Acquisitions (2016)*. All three valuation methodologies will be considered and developed as applicable to the specific property type and characteristics. We anticipate and Income Approach and Sales Comparison Approach to be developed for all income producing properties. The Cost Approach may be applicable to Special Purpose properties and newer construction.

Appraisers shall also perform other related services for the City upon request.

Schedule of Completion

We strive at Kerin & Fazio to complete all appraisal assignments in a timely and orderly manner. Please see below for our typical delivery times.

Property Type	Delivery
Residential Appraisals	10 business days of original order
Commercial Appraisal	Two to six weeks depending on specific scope of the assignment

Personnel

With three (3) MAI-designated appraisers who will have a hand in all valuation, Chris Kerin, MAI, Mike Fazio, MAI, and David Herbst, MAI, have combined valuation experience of over 80 years in Connecticut.

The following personnel will be assigned to assist the On-Call Appraisal Services project.

Partner, MAI Appraiser Christopher Kerin, MAI, CCIM	Chris is a Certified General Appraiser in Connecticut, with the MAI designation, and is a licensed Real Estate Broker. Chris has 30 years of experience appraising residential and commercial properties in Connecticut. He has consulted on more than $100 billion in real estate and has appeared as a recognized expert in more than 100 Federal and Connecticut court cases. Chris holds a bachelor's degree in Finance with a concentration in Real Estate and Urban Economic Studies from the University of Connecticut. See his full resume on the following pages.
Partner, MAI Appraiser Michael Fazio, MAI	Mike is a Certified General Appraiser in Connecticut, with the MAI designation. He has 35 years of experience appraising residential and complex commercial properties. Mike holds a master's and bachelor's degree in Finance from Sacred Heart University
Partner, MAI Appraiser David Herbst, MAI	David is a graduate of the University of Michigan, with a bachelor's degree in Economics. He is a Connecticut Certified General Appraiser in Connecticut, with the MAI designation.
Appraiser Vincent O'Brien	Vincent is a practicing Affiliate of the Appraisal Institute and has experience in the commercial appraisal field. A graduate of the University of Connecticut, Vincent holds a bachelor's degree in Business Management with a concentration in Entrepreneurship. He has earned his Certified General Real Estate Appraiser license.
Appraiser Ryan Brighindi	Ryan is a practicing Affiliate of the Appraisal Institute and is pursuing his Certified General Appraiser license. A graduate of the University of Connecticut, Ryan holds a bachelor's degree in Business.
Appraiser Jennifer Amaro	Jen is currently pursuing her Certified Residential Real Estate Appraiser license.

Executive Assistant Tama Careathers	Tama has worked with Kerin & Fazio since 2006. She is an expert in the appraisal process and oversees all assignment projects. She is a point of contact for clients and the public.
Administrative Manager Lexus Sierras	Lexus serves as our Project Coordinator for all appraisal assignments, she will be available as the primary point of contact to answer phone calls and emails. Lexus is an expert in the appraisal process and is responsible for overseeing and tracking the assignment process.
Administrative Assistant Mary Kate Fox	Mary Kate is available to assist clients with their customer service needs, she is responsible for scheduling and tracking the assignment process.

References/Statement of Qualifications

Client References

We have performed many appraisals for various government clients throughout Connecticut, including the following four (4) most recent with a similar scope of services requested by the City of Norwalk:

Reference 1

City of Waterbury

Contact: Michael Moriarty, Assessor - Phone: 203-574-6821 | Email: mmoriarty@waterburyct.org

Project Name: Property Appraisal Consultant Services in connection with the 2022 Revaluation.

Project Description, Approach and Methodology: Property Appraisal Consultant Services - property appraisal evaluation & consultant services on selected real property and personal property including but not limited to selected residential housing, commercial and manufacturing categories and on specific commercial, manufacturing, hospital, hotel, nursing home, utility, and industrial properties/businesses. In certain instances, provide independent full real and personal property valuations on selected properties including but not limited to two city hospitals, one or more city hotels, one or more city nursing homes, and on selected complex manufacturing, utility, retail, and industrial businesses.

All three valuation methodologies considered and developed as applicable to the specific property type and characteristics. Income Approach and Sales Comparison Approach to be developed for all income producing properties. The Cost Approach may be applicable to Special Purpose properties and newer construction.

Kerin & Fazio has provided an ongoing review & evaluation services on the revaluation work product developed by eQuality Valuations Services, including but not limited to reviewing the property values and valuation tables to be provided by eQuality Valuation Services.

Year of Project and Length of Project: 2022 – 2023, Ongoing

Project Budgets and Final Invoiced Amount: Billed at the rate of $300/per hour, project is ongoing, final amount has not been determined.

Contractor Personnel Assigned to Project and Project Role: Christopher Kerin, MAI; Consulting Services

Reference 2

State of Connecticut Department of Transportation ("DOT")

Contact: Anthony J. DeLucco, Supervising Property Agent – Phone: 860-594-2413 | Email: anthony.delucco@ct.gov

Project Name: 025-082-001F (State of Connecticut Department of Transportation)

Project Description, Approach, and Methodology: Submit an acceptable appraisal report on the State of Connecticut's approved eminent domain format. The subject property consisted of a 58-acre parcel of land released by the State of Connecticut to the Town of Cheshire. The subject property is located in the I-C (Interchange District) zoning district, with the easternmost portion of the site being located in the ARPRD (Age-Restricted Planned Residential Development) zoning district. The majority of the subject property is recognized as being in an Aquifer Protection Area in the Town of Cheshire. A 29 Point Narrative Appraisal was prepared on an approved Department of Transportation format in order to establish the market value of the release parcel as of August 8, 2022, the effective date of valuation. The appraiser used all appropriate approaches to value the release parcel based on its highest and best use. The appraisal included a detailed and well supported highest and best use, including a determination if the release parcel is conforming to local zoning standards. Clearly provided all calculations that were used in determining the value for the property. Additionally, the appraisal report included land sales and an adjustment chart.

Year of Project and Length of Project: 2022, One (1) Month

Project Budgets and Final Invoiced Amount: Appraisal Fee, $4,000

Contractor Personnel Assigned to Project and Project Role: The property was inspected by, and the report was prepared by Vincent OBrien, under the supervision of Michael Fazio, MAI.

Reference 3

Town of Fairfield, Engineering Department

Contact: Anthony Santiago, Senior Civil Engineer – Phone: 203-256-3015 | Email: asantiago@fairfieldct.org

Project Name: Commerce Drive Bridge Project

Project Description, Approach, and Methodology: Prepare real estate appraisal reports of the requested real property, provide the current damages due to the Taking of land, a temporary easement, and permanent easement for replacement of Bridge 4225. The intended use of the appraisal is to determine the damages to the subject properties due to the Taking. In estimating the value of the easement, the standard "Before and After" technique was utilized, i.e., the estimate of value is based on the difference between the market value of the subject property immediately before and after the Taking. The before value reflects full utilization of the property in accordance with its highest and best use. The after value represents the market value of the property after the Taking. The difference between the before and after values is the market value of the Taking.

Year of Project and Length of Project: 2022, four (4) months

Project Budgets and Final Invoiced Amount: Appraisal Fee, $8,000

Contractor Personnel Assigned to Project and Project Role: The property was inspected by, and the report was prepared by Vincent OBrien, under the supervision of Christopher Kerin, MAI.

Reference 4

Connecticut Airport Authority c/o Stantec

Contact: Janice Bland, Senior Associate – Phone: 207-887-3821 | Email: Janice.bland@stantec.com

Project Name: Danielson Airport Easement Acquisition, On-Call Avigation Easement Acquisition and Airspace Obstruction Removal and Lighting Design Services Contract 2019-004, Task Order No. 008 (Stantec Project Number 179450092)

Project Description, Approach, and Methodology: Prepare eighteen (18) real estate appraisal reports in conformance with the Uniform Standards of Professional Appraisal Practice and with current Federal Aviation Administration appraisal procedures as set forth in the FAA Advisory Circular No: 150/5100-17. The purpose of the appraisal is to estimate the damages to the subject properties in determining just compensation and in an application to the Federal Aviation Administration for grant funding to acquire the easement. Inspections of the properties were made for the purpose of estimating the current market value of the subject property before the acquisition of an avigation easement (before value) and after the proposed easement has been placed on the property (after value). The difference between the before and after values is the value loss resulting from the taking of the avigation easement. In estimating damages, the standard "Before and After" technique has been utilized; i.e., the damages are measured based on the difference between the market value of the subject immediately before and after the avigation easement. The before value reflects full utilization of the subject property in accordance with its highest and best use. The after value represents the market value of the property subject to the avigation easement. The difference between the before and after values is the value loss resulting from the taking of the avigation easement.

Year of Project and Length of Project: 2022, three (3) months

Project Budgets and Final Invoiced Amount: Appraisal Fee, $41,000

Contractor Personnel Assigned to Project and Project Role: The property was inspected by, and the report was prepared by Vincent OBrien, under the supervision of Christopher Kerin, MAI.

Qualifications

Christopher Kerin, MAI, CCIM - Outline of Qualifications, Education, and Experience

Biographical Data

A graduate of the University of Connecticut, Chris holds a degree in Finance with a concentration in Real Estate and Urban Economic Studies. He has earned the Appraisal Institute's distinguished MAI membership designation, indicating an advanced level of expertise in the valuation of commercial, industrial, and other property types. Chris is one of only 4% of commercial professionals to have earned the elite CCIM designation. CCIM's are nationally recognized as experts in all phases of the real estate investment process. As an MAI, CCIM, licensed real estate broker and appraiser, Chris has the experience, market knowledge and negotiation skills that are critical for advising clients on important real estate investment decisions.

Professional Affiliations

Appraisal Institute – MAI Designation, Certificate No. 10693
CCIM Institute – CCIM Designation, Certificate No. 8949
Member – International Council of Shopping Centers
Member – Real Estate Finance Association, Fairfield County
Member - National Association of Realtors
Connecticut Office of Policy and Management – Certified to Perform Revaluation Functions
For Land/Residential/Commercial/Industrial/Supervisor - Certificate No. 790
Connecticut Certified General Appraiser No. 329
Connecticut Broker License No. 750623
New York Certified General Appraiser No.46000050400

Education and Training

University of Connecticut, B.S. Degree, Business Administration, May 1989, Finance, Real Estate and Urban Economic Studies, Cum Laude

Completed numerous courses and seminars offered by the Appraisal Institute, CCIM Institute, National Association of Realtors, University of Connecticut, Wharton School of the University of Pennsylvania, as well as other real estate institutions, including the following:

- Pension Fund Investment in Real Estate
- Debt Workout, Transactions and Re-Positioning of Distressed Assets
- Hotel Valuations
- Analyzing Commercial Lease Clauses
- Valuing Local Retail Properties
- Separating Real & Personal Property from Intangible Business Assets
- Appraisal of Nursing Facilities
- GIS Applications for Real Estate Appraisal

- Environmental Risk and Real Estate
- Commercial Brokerage Techniques
- Affordable Housing Valuation
- Valuing Commercial Green Buildings
- Eminent Domain and Condemnation Appraising
- Marketing Commercial Property
- Principals of Income Property Appraisal
- Standards of Professional Practice
- Case Studies in Real Estate Valuation
- Tax-Deferred 1031 Property Exchange
- The Appraiser as an Expert Witness
- Valuing Residential Green Buildings
- CT Real Estate Appraisal Law
- Ethics in Real Estate
- Real Estate Finance
- Principles of Real Estate

Expert Witness Background

Qualified as expert real estate witness in Federal Court and in State Courts in Fairfield, Hartford, Litchfield, and New Haven Counties.

Teaching Experience

Course instructor for Yale University, University of Connecticut, Connecticut Bar Association, New Haven County Bar Association, Connecticut Association of Assessing Officers, Northeast Regional Association of Assessing Officers, and other local organizations.

Employment History

2004 - Present:	Member of Kerin & Fazio LLC, Fairfield, CT
2006 - Present:	Member of Municipal Valuation Services, LLC, Fairfield, CT
1999 - 2004:	President of Kerin Commercial Real Estate, Newtown, CT
1999 - 2001:	Executive Vice President, Wilson Commercial Real Estate, Wilton, CT
1995 - 1999:	Executive Vice President, New England Land Company, Greenwich, CT
1989 - 1995:	Lesher-Glendinning & Company, Inc., Ridgefield, CT
1985 - 1987:	Coldwell Banker Commercial Real Estate, Stamford, CT

Reference of Working Experience

Individuals, attorneys, corporations, municipalities and State Agencies, including: U.S. Department of the Interior, Federal Aviation Administration, CT Department of Transportation, CT Department of Public Works, Connecticut Light and Power Company, Nature Conservancy, Trust for Public Land,

Chase Bank, Webster Bank, IBM Corporation, Exxon/Mobil Corporation, Marriott Corporation, Stop & Shop Supermarket, Prudential, Skanska (U.S.A.), Inc., Stamford Hospital, Burger King, Pizza Hut, W & M Properties, A.D. Phelps, Inc., etc.

Connecticut License

STATE OF CONNECTICUT ✦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

CHRISTOPHER K KERIN

has been certified by the Department of Consumer Protection as a licensed

CERTIFIED GENERAL REAL ESTATE APPRAISER

License #: RCG.0000329
Effective Date: 05/01/2022
Expiration Date: 04/30/2023

Michelle Seagull, Commissioner

STATE OF CONNECTICUT

Certificate: 790 Expiration Date: April 30, 2026

BY THE SECRETARY OF THE OFFICE OF POLICY AND MANAGEMENT

let it be known that

Christopher K. Kerin

having met the necessary requirements and regulations is hereby certified to perform municipal revaluation functions for assessment purposes for

Land/Residential
Commercial/Industrial
Supervisor

in witness thereof, this certificate is issued by:

Melissa N. McCaw
Secretary
Office of Policy and Management

Martin L. Heft
Undersecretary
Intergovernmental Policy and Planning Division

Michael Fazio, MAI - Outline of Qualifications, Education, and Experience

Biographical Data

A graduate of Sacred Heart University, Mike holds a bachelor's degree in Finance, and a Master in Business Administration degree, respectively. Michael has earned the Appraisal Institute's distinguished MAI membership designation, indicating an advanced level of expertise in the valuation of commercial, industrial, and other property types.

Professional Affiliations

Appraisal Institute - MAI Designation, Certificate No. 10216
Member - Greenwich Board of Realtors
Certified General Real Estate Appraiser, State of Connecticut # RCG.194
Certified General Real Estate Appraiser, State of New York # 46000047826

Education and Training

Graduate Sacred Heart University, Connecticut, MBA, Graduate Sacred Heart University, Connecticut, B.S. Finance, New York University, NYC, Investment Banking Certificate

Completed numerous courses and seminars offered by the Appraisal Institute, University of Colorado, University of Houston, Arizona State University, as well as other real estate institutions, including the following:

- Appraisal of Local Retail Properties
- Introduction to International Valuation Standards
- Appraising Convenience Stores
- Eminent Domain and Condemnation
- Operating Income Statements
- Analyzing Commercial Lease Clauses
- Real Estate Principles and Practices
- Real Estate Basic Valuation
- Capitalization Theory & Techniques Part A
- Capitalization Theory & Techniques Part B
- Standards and Professional Practices
- Case Studies in Real Estate Valuation
- Significant Cases in CT Assessment Practice
- Business Practices and Ethics
- Uniform Residential Appraisal Report
- Mass Valuation Income Approach
- USPAP and the Real World: Changes for 2006
- Report Writing
- Comprehensive Exam
- Construction Overview
- Appraisal of Leased Fee Estates
- Demonstration Report Writing Seminar
- Advanced Report Writing Workshop
- Eminent Domain Valuation

Representative Property Types

Office, retail centers, industrial, multi-family, single-family residential/subdivisions, commercial land, nursing homes, assisted living facilities, condominium developments, easements, golf courses, marinas, auto dealerships, and hospitality.

Expert Witness Background

Qualified as expert witness in Federal and State Courts

Recent Employment

1983 –2003:	Independent Fee Appraiser
	President of Fazio & Associates, Inc., Bridgeport, CT
2004-present:	Partner of Kerin & Fazio, LLC, Fairfield, CT

Connecticut License

STATE OF CONNECTICUT ✦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

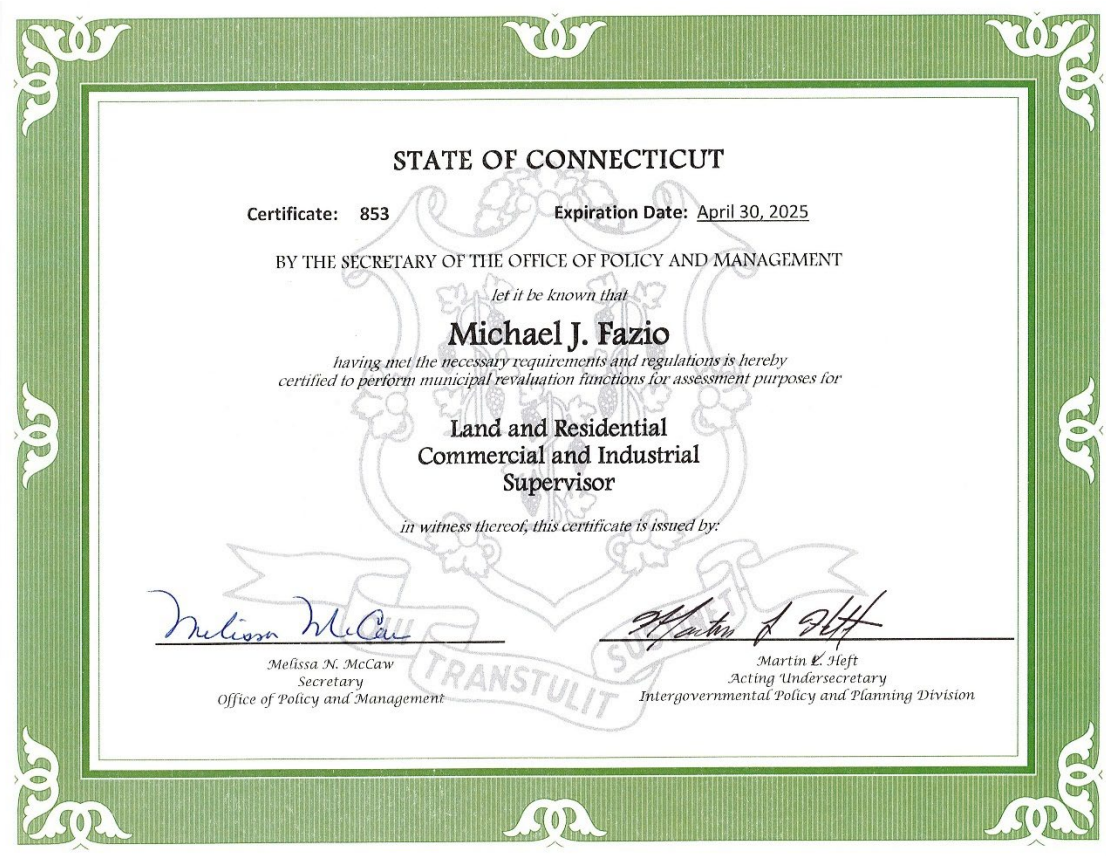
MICHAEL FAZIO

has been certified by the Department of Consumer Protection as a licensed

CERTIFIED GENERAL REAL ESTATE APPRAISER

License #: RCG.0000194
Effective Date: 05/01/2022
Expiration Date: 04/30/2023

Michelle Seagull, Commissioner



STATE OF CONNECTICUT

Certificate: 853 Expiration Date: April 30, 2025

BY THE SECRETARY OF THE OFFICE OF POLICY AND MANAGEMENT

let it be known that

Michael J. Fazio

having met the necessary requirements and regulations is hereby certified to perform municipal revaluation functions for assessment purposes for

Land and Residential
Commercial and Industrial
Supervisor

in witness thereof, this certificate is issued by:

Melissa N. McCaw
Secretary
Office of Policy and Management

Martin L. Heft
Acting Undersecretary
Intergovernmental Policy and Planning Division

David J. Herbst, MAI - Outline of Qualifications, Education, and Experience

Biographical Data

David has a diverse real estate background that includes commercial leasing and sales, construction management, and appraisal. A graduate of the University of Michigan, David holds a bachelor's degree in Economics. He has earned the Appraisal Institute's distinguished MAI membership designation, indicating an advanced level of expertise in the valuation of commercial, industrial, and other property types.

Professional Affiliations

Appraisal Institute – MAI Designation, Certificate #497388

Certified General Real Estate Appraiser, State of Connecticut # RCG.1252

Certified General Real Estate Appraiser, State of New York # 46000050523

Revaluation License-Commercial/Industrial, Connecticut OPM Certificate No. 983

Education and Training

Graduate, University of Michigan, Ann Arbor, MI – Earned BA in Economics
Completed courses and seminars offered by the University of Michigan, the Appraisal Institute, as well as other real estate institutions, including the following:

- Appraisal I
- Real Estate Economics
- International Finance
- General Appraiser Income Approach II
- Advanced Applications
- Tenant Credit Analysis
- Separating Real Property, Personal Property, and Intangible Business Assets
- Analyzing Distressed Real Estate
- Appraisal of Medical Office Buildings
- Appraising Auto Dealerships
- Appraisal II
- Money & Banking
- International Trade Theory
- Real Estate Finance and Statistics
- Market Analysis and Highest & Best Use
- Advanced Income Capitalization
- Advanced Sales Comparison and Cost Approach
- Report Writing and Valuation Analysis
- Appraising Convenience Stores
- Fundamentals of the Uniform Appraisal Standards for Federal Land Acquisitions

Representative Property Types

Office, retail centers, industrial, multi-family, single-family residential/subdivisions, commercial land, nursing homes, assisted living facilities, condominium developments, easements, golf courses, marinas, auto dealerships, and hospitality.

Expert Witness Background

Qualified as expert witness in Fairfield County and New Britain Superior Courts

Recent Employment

2014-present: Partner of Kerin & Fazio, LLC, Fairfield, CT (Fee Appraisal Firm)
Partner of Municipal Valuation, LLC, Fairfield, CT (Municipal Revaluation Firm)
2007-2013: Commercial Appraiser - Kerin & Fazio, LLC, Fairfield, CT
2005-2006: Commercial Real Estate Agent / Appraiser – John D. Hastings, Inc. Westport, CT

Connecticut License

STATE OF CONNECTICUT ✦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

DAVID J HERBST

has been certified by the Department of Consumer Protection as a licensed

CERTIFIED GENERAL REAL ESTATE APPRAISER

License #: RCG.0001252
Effective Date: 05/01/2022
Expiration Date: 04/30/2023

Michelle Seagull, Commissioner

STATE OF CONNECTICUT

Certificate: 983 Expiration Date: April 30, 2027

BY THE SECRETARY OF THE OFFICE OF POLICY AND MANAGEMENT

let it be known that

David J. Herbst

having met the necessary requirements and regulations is hereby certified to perform municipal revaluation functions for assessment purposes for

Commercial and Industrial Valuations

in witness thereof, this certificate is issued by:

Jeffrey R. Beckham
Secretary
Office of Policy and Management

Martin L. Heft
Undersecretary
Intergovernmental Policy and Planning Division

Vincent O'Brien - Outline of Qualifications, Education, and Experience

Biographical Data

Vincent has experience in the commercial appraisal field. A graduate of the University of Connecticut, Vincent holds a bachelor's degree in Business Management with a concentration in Entrepreneurship. He has earned his Certified General Real Estate Appraiser license.

Professional Affiliations

General Real Estate Appraiser, State of Connecticut #RCG.1476

Education and Training

Graduate, University of Connecticut, Storrs, CT – Earned BA in Business Management, Entrepreneurship

Completed courses and seminars offered by the University of Connecticut and the Appraisal Institute, including the following:

- Basic Appraisal Principles
- General Appraiser Income Approach I
- General Appraiser Sales Approach
- Appraisal Law
- Real Estate Investments
- Site Valuation & Cost Approach
- Advanced Income Capitalization Approach
- Basic Appraisal Procedures
- General Appraiser Income Approach II
- USPAP
- Real Estate Finance
- Market Analysis and Highest & Best Use
- Report Writing and Case Studies
- Real Estate Finance Statistics and Valuation Modeling

Representative Property Types

Office, retail centers, industrial, multi-family, single-family residential/subdivisions, commercial land, nursing homes, assisted living facilities, condominium developments, easements, golf courses, marinas, auto dealerships, and hospitality.

Recent Employment

6/2013-7/2017: Provisional Real Estate Appraiser - Kerin & Fazio, LLC, Fairfield, CT

7/2017-Present: General Real Estate Appraiser - Kerin & Fazio, LLC, Fairfield, CT

Connecticut License

STATE OF CONNECTICUT ✦ DEPARTMENT OF CONSUMER PROTECTION

867239

Be it known that

VINCENT J O'BRIEN

has been certified by the Department of Consumer Protection as a licensed

CERTIFIED GENERAL REAL ESTATE APPRAISER

License #: RCG.0001476
Effective Date: 05/01/2022
Expiration Date: 04/30/2023

Michelle Seagull, Commissioner

Ryan C. Brighindi - Outline of Qualifications, Education, and Experience

Biographical Data

Ryan has experience in the commercial appraisal field. A graduate of the University of Connecticut, Ryan holds a bachelor's degree in Economics and a minor in Real Estate. He is pursuing his Certified General Appraiser License.

Professional Affiliations

Provisional Real Estate Appraiser, State of Connecticut #RSP.2037

Education and Training

Graduate, University of Connecticut, Storrs, CT – Earned BS in Economics

Completed courses and seminars offered by the University of Connecticut and the Appraisal Institute, including the following:

- Basic Appraisal Principles
- Appraisal Law
- Real Estate Investments
- Basic Appraisal Procedures
- Real Estate Finance
- USPAP

Representative Property Types

Office, retail centers, industrial, multi-family, commercial land, condominium developments, easements, and auto dealerships

Recent Employment

5/2016-present: Provisional Appraiser - Kerin & Fazio, LLC, Fairfield, CT

Connecticut License

STATE OF CONNECTICUT ✦ DEPARTMENT OF CONSUMER PROTECTION

869256

Be it known that

RYAN C BRIGHINDI

has been certified by the Department of Consumer Protection as a licensed

PROVISIONAL REAL ESTATE APPRAISER

License #: RSP.0002037
Effective Date: 05/01/2022
Expiration Date: 04/30/2023

Michelle Seagull, Commissioner

Certificate of Liability Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fairfield County Bank Insurance Services, LLC 401 Main Street Ridgefield CT 06877	CONTACT NAME: Linda Reilly PHONE (A/C, No, Ext): 203- 438- 0404 FAX (A/C, No): 203-431-8789 E-MAIL ADDRESS: linda.reilly@fcbins.com
INSURED KERI&FA-01 Kerin & Fazio, LLC Municipal Valuation Services, LLC 23 Sherman St, Ste 201 Fairfield CT 06824	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Continental Casualty Company — 20443 INSURER B : Continental Insurance Company — 35289 INSURER C : Hiscox Insurance Company, Inc. — 10200 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 352225999 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			6074603253	4/5/2022	4/5/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			6074603253	4/5/2022	4/5/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 10,000			6074603267	4/5/2022	4/5/2023	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			6076446711	4/5/2022	4/5/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
C	Errors & Omissions			MPL4091055.22	4/5/2022	4/5/2023	Each Claim Aggregate Retention	2,000,000 2,000,000 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
FOR EVIDENCE ONLY

CERTIFICATE HOLDER

** FOR EVIDENCE ONLY **

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark R. Connelly

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Section 1 – Response Forms

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

Kerin & Fazio, LLC
Proposer's Name

23 Sherman Street, Suite 201
Street Address

FAIRFIELD	CONNECTICUT	06824
City	State	Zip

Business Telephone: 203-259-9500

Email Address: admin@kfvg.com

Michael Fazio, Member LLC
Printed Name and Title of Individual Submitting Proposal

The undersigned acknowledges that the terms, conditions and specifications of this RFP are understood and unconditionally accepted.	
	1-17-2023
Signature	Date

CITY OF NORWALK
PURCHASING DEPARTMENT

Exceptions: Note any vendor(s) responding to this proposal shall indicate any/all exceptions (if any) taken to language in this proposal. Exceptions must be declared below in order to be considered by the City:

CITY OF NORWALK
PURCHASING DEPARTMENT

1.1 PROPOSAL RESPONSE FORM

Vendor Name - Kerin & Fazio, LLC		
Address - 23 Sherman St., Suite 201 Fairfield, CT 06824		
Phone - 203-259-9500	**Fax -** 203-259-9501	**Email -** admin@kfvg.com
Manager -	Michael Fazio, Member LLC	**Fed ID#** 20-0937913

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

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

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

A. PROPOSED FEES per Appraisal Report

PROPOSED FEE per Appraisal Report	$ 500 per Residential Appraisal Report Commercial fee will depend on property type/scope of work
PROPOSED FEE per Appraisal Report in Writing	
Five Hundred Dollars per Residential Appraisal Report	

B. HOURLY RATES for additional appraisal/consulting services as may be needed for hearings/court hearings/litigation if required.

STAFF NAME	STAFF FUNCTION	HOURLY RATE $
Christopher Kerin, MAI, CCIM	Managing Member, LLC	$300
Michael Fazio, MAI	Managing Member, LLC	$300
David Herbst, MAI	Managing Member, LLC	$300
Vincent O'Brien	General Appraiser	$200
Ryan Brighindi	General Appraiser	$200
Tama Careathers, Lexus Sierras, and Mary Kate Fox	Administrative Services	$75

The above hourly rates shall include all incidental expenses of the Respondent, including the costs and charges of the following: toll telephone calls, document binding, filing fees, express mail, delivery and courier service, in- and out-of-house photocopying, facsimile transmittal, transportation, travel, automobile rental, taxicabs, parking, meals, secretarial services, printing, photographs, renderings, maps, Internet access, computers, overhead, administration, and other costs and charges incurred by the Respondent or the Respondent's subcontractors

CITY OF NORWALK
PURCHASING DEPARTMENT

C. CERTIFICATION

Submitted By: Kerin & Fazio, LLC	**Signature:**
Authorized Agent of Company (Name & Title):	
Michael Fazio, Member LLC	**Date:** 1-17-2023

D. 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 #	1	Dated	1-6-2023	Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

CITY OF NORWALK
PURCHASING DEPARTMENT

1.2 STATEMENT OF QUALIFICATIONS

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

1.	**Number of years in business:** 19 years		
2.	**Number of personnel employed:**	**Part Time**	**Full Time**
			5

3. **List six contracts of this type/size your firm has completed within the last four years:**			
Project	**Date**	**Contact Person**	**Phone No.**
Property Appraisal Consultant Services	2022-2023	Mike Moriarty	203-574-6821
Approximatley 40 various acquisition appraisals	2019-2022	Anthony J. DeLucco	860-594-2413
Commerce Drive Bridge Project	September 2022	Anthony Santiago	203-256-3015
Before & After Appraisals - Sidewalk Easement	February 2020	Tatiana Smotritskaya	203-452-5050
Connecticut Airport Authority Danielson Airport and Hartford-Brainard Airport Easements	2018-2022	Janice Bland, Stantec	207-887-3821
Connecticut Airport Authority Bradely Airport Avigation Easements	2018-2022	Robert Furey, Hoyle, Tanner & Assoc.	603-460-5163

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

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE	PORTION/SECTION OF WORK

CITY OF NORWALK
PURCHASING DEPARTMENT

5. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)		general partnership		
		limited partnership		
		limited liability corporation		
	✓	limited liability partnership		
		corporation doing business under a trade name		
		individual doing business under a trade name		
		other (specify)		
6. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled		Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	**Yes**	**No**
		Out-of -State corporations - 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**
7. CT License/Registration Number:				
8. Is your local organization an affiliate of a parent company? If so, Indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:				
Business Name				
Address				
City. State & Zip				
Name of Agent				

CITY OF NORWALK
PURCHASING DEPARTMENT

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

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

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

All information should be supported with appropriate audited financials

a. Book Value (Total Assets (-) Total Liabilities)
b. Working Capital (Current Assets (-) Current Liabilities
c. Current Ratio (Current Assets/Current Liabilities)
d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
e. Return on Assets (Net Income/Total Assets)
f. Return on Equity (Net Income/Shareholder's Equity)
g. Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential.

Additional information may be requested subsequent to your responding to this bid request.

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

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

CITY OF NORWALK
PURCHASING DEPARTMENT

1.3 CITY OF NORWALK VENDOR RECORDS

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

1.4 INSURANCE

Insurance Agency Name:	**Tel:**
Agency Address:	**Email:**

1.5 CITY OF NORWALK VENDOR QUESTIONNAIRE – IT INFORMATION SECURITY

City of Norwalk Vendor Questionnaire
IT Information Security

Rev 8.4.22

1. **Third-Party Contact Information (please provide the POC for follow-up questions to this questionnaire):** Vendor Name, Address, Point-of-Contact Name, Phone Number and Email

Kerin & Fazio, LLC | 23 Sherman Street, Suite 201 Fairfield, Connecticut 06824
Michael Fazio | Phone: 203-259-9500 | Email: mike@kfvg.com

2. **Description of Services/Products:** Please provide a detailed description of services/products your organization aims to provide to the City?

Provide written "Before & After" appraisal reports as requested in the State of Connecticut ("DOT") approved eminent domain format in connection with a possible easement acquisition. Using the provided survey of the anticipated easements, analysis of the properties current condition, and the value after the easement acquisition, to assist the City in making an assessment of the damage caused by acquisition of the additional right-of-way easement.

3. **System and Equipment Access:** Will your organization use your own systems and equipment to perform the services, **or will your organization need access to the City's systems, equipment and network? (Yes or** No, If Yes, please explain)

YES ☐ NO ☑

4. **Description of Data:** Are you using data from the City in order provide the services/product to the City (Yes or No, if Yes proceed to 3.1)
   a. What data is needed to provide the services/products to the City?

Example: Name, Social Security Number, Trade Information, Source Code, Payroll or Accounts Payable data, student or patient data, Law Enforcement data, any Personally Identifiable Information (PII), etc.

YES ☐ NO ☑

1

If your answers to Questions 3 and 4 are BOTH "*NO*", thank you for completing the IT Information Security Questionnaire.

If one or both questions are "*YES*", please complete the remaining questions.

---

5. **Office Locations:** How many office locations does your organization have? *Please include the locations of your organization.*

6. **Data Center Locations:** How many data centers does your organization utilize to provide services/products to the City? *Please include the locations of the data centers utilized by your organization.*

7. **Business Entity:** What is your business entity type?
**Example: Sole Proprietorship, Partnership, C Corporation, S Corporation, Limited Liability Corporation (LLC), Limited Liability Partnership (LLP)*

8. **How many employees and contingent workers do you have in your organization**?

1-10 ☐ 10-50 ☐ 50-100 ☐ 100-500 ☐ 500-1000 ☐ 1000 or more ☐

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

YES ☐ NO ☐

2

10. **Access to Data:** How is your organization accessing City data?
**Example: Is the data supposed to be sent to your organization via email or will the data need to be uploaded to an application?*

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

3

14. Information Security

a. Does your organization have written information security policies and procedures (WISP)?

YES ☐ NO ☐

b. How often are the information security policies and procedures reviewed and updated?

c. Who in the organization is responsible for reviewing and updating the information security policies and procedures?

d. Does your organization have privacy policies and procedures?

YES ☐ NO ☐

e. How often are the privacy policies and procedures updated?

f. Who in the organization is responsible for reviewing and updating the privacy policies and procedures?

g. What methods of encryption are utilized for data at rest and in transit?

4

h. Are the encryption methods utilized FIPS 140-2 approved?

YES ☐ NO ☐

i. Does your organization utilize firewalls to filter incoming data and information from the internet into your company network?

YES ☐ NO ☐

j. Does your organization perform penetration testing at least once per year to determine if unauthorized access to the computer network and malicious activity is possible externally?

YES ☐ NO ☐

k. Does your organization perform vulnerability testing at least once per year in order to identify vulnerabilities within the internal network?

YES ☐ NO ☐

l. Does your organization perform background checks on employees and contingent workers prior to onboarding them? Describe the nature of these background checks (i.e., criminal, credit, international, etc.).

YES ☐ NO ☐

5

m. Does your organization utilize multi-factor authentication?

YES ☐ NO ☐

n. Does your organization utilize scan cards or biometric scans to grant employees and contingent workers access to the building and data centers where data is stored?

YES ☐ NO ☐

o. If offering a technology product, does the organization utilize software development life cycle (SDLC) or Agile to build and maintain technological product?

YES ☐ NO ☐

p. Does the technological product undergo information security testing and quality assurance testing prior to deployment?

YES ☐ NO ☐

q. Does the Vendor provide annual Cybersecurity Awareness training to their employee?

YES ☐ NO ☐

r. Does the Vendor provide annual phishing simulations for their employee?

YES ☐ NO ☐

s. Have users been educated on how to report suspected security violations or vulnerabilities?

YES ☐ NO ☐

t. Does the Vendor have an employee identified as the Chief Information Security Officer?

YES ☐ NO ☐

u. Are all the Vendor laptops encrypted?

YES ☐ NO ☐

v. Are all Vendor computers (**workstations, notebooks) required to join the Company's domain** and receive Group Policies?

YES ☐ NO ☐

w. Does the Vendor meet the NIST 800-63 password guidelines?

YES ☐ NO ☐

7

15. Risk Management

a. Does your organization have an enterprise risk management framework implemented at your organization?

YES ☐ NO ☐

b. Does your organization have documented enterprise risk management policies and procedures?

YES ☐ NO ☐

c. Who in the organization is responsible for reviewing the enterprise risk management policies and procedures?

d. Does your organization utilize an outside third-party to provide services/products to the client?

YES ☐ NO ☐

e. Does your organization have a third-party risk management program (TPRM)?

YES ☐ NO ☐

f. Does your organization include right-to audit clauses in contracts with third parties?

YES ☐ NO ☐

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

YES ☐ NO ☐

Business Continuity/Disaster Recovery

a. Does your organization have a business continuity plan?

YES ☐ NO ☐

b. How often is the business continuity plan updated?

c. Does your organization conduct business continuity tests once per year?

YES ☐ NO ☐

d. Does your organization have a disaster recovery plan?

YES ☐ NO ☐

e. How often is the disaster recovery plan updated?

f. Does your organization conduct disaster recovery tests once per year?

YES ☐ NO ☐

g. Does your organization have business continuity and/or disaster recovery sites?

YES ☐ NO ☐

h. Are the business continuity/disaster recovery sites located in the United States or outside the United States? *Please include the locations of business continuity/disaster recovery sites?*

YES ☐ NO ☐

CITY OF NORWALK
PURCHASING DEPARTMENT

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

PROJECT NUMBER:	**4254**
REQUESTING DEPARTMENT:	**Transportation, Mobility and Parking**
DATE OF RFP ISSUANCE:	**01/04/2022**
TITLE OF RFP:	**On-Call Appraisal Services**
RFI/QUESTIONS DEADLINE:	**2:00PM 01/11/2023**
ELECTRONIC SUBMISSION DEADLINE:	**2:00PM 01/17/2023**
HARD COPY SUBMISSION DEADLINE:	**2:00 PM 01/19/2023**
MANDATORY WALKTHROUGH: **DATE, TIME AND LOCATION OF WALKTHROUGH**	**YES ( ) NO (X)** **N/A**
TIME/DATE OF RFP OPENING:	**2:00 PM 01/19/2023**
RFP DEPOSIT REQUIRED: **IF YES, AMOUNT REQUIRED**	**YES ( ) NO (X)**
SUCCESSFUL BIDDERS ONLY: **PERFORMANCE & PAYMENT BOND REQUIRED:** **IF YES, AMOUNT REQUIRED**	**YES ( ) NO (X)**
SUCCESSFUL BIDDERS ONLY: **MAINTENANCE BOND REQUIRED:**	**YES ( ) NO (X)**

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

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

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

CITY OF NORWALK
PURCHASING DEPARTMENT

NOTICE TO BIDDERS

1. **ALL RFPS WILL BE OPENED PROMPTLY AT THE ADVERTISED TIME OF OPENING. THERE WILL BE NO DELAYS OR POSTPONEMENTS WHICH ARE NOT PUBLICLY ADVERTISED. ANY RFP RECEIVED AFTER THE ADVERTISED TIME OF OPENING WILL NOT BE ACCEPTED.**

2. **IF A BIDDER USES A COURIER SERVICE FOR RFP DELIVERY, IT SHALL BE THE BIDDER'S RESPONSIBILITY THAT THE RFP REACHES THE PURCHASING DEPARTMENT BY THE DATE AND TIME SPECIFIED HEREIN.**

3. **ALL RFPS SUBMITTED TO THE CITY MUST BE IN A CLEARLY MARKED AND SEALED ENVELOPE. REFERENCE THE PROJECT NUMBER ON THE OUTSIDE OF THE ENVELOPE.**

4. **OBLIGATION OF BIDDERS:**

    a. **AT THE TIME OF OPENING RFPS, EACH BIDDER SHALL BE PRESUMED TO HAVE INSPECTED THE SITES AND TO HAVE MADE HIM/HERSELF THROUGLY FAMILIAR WITH THE PLANS AND CONTRACT DOCUMENTS, INCLUDING ALL ADDENDA. THE FAILURE OR OMISSION OF ANY BIDDER TO RECEIVE OR EXAMINE ANY FORM, INSTRUMENT OR DOCUMENT SHALL IN NO WAY RELIEVE ANY BIDDER FROM ANY OBLIGATION IN RESPECT TO THEIR RFP.**

    b. **EACH BIDDER MUST FULLY INFORM HIM/HERSELF OF THE CONDITONS RELATING TO THE WORK WHICH WILL BE PERFORMED. FAILURE TO DO SO WILL NOT RELIEVE THE SUCCESSFUL BIDDER OF HIS/HER OBLIGATION TO FURNISH ALL LABOR AND MATERIALS NECESSARY TO CARRY OUT THE PROVISIONS OF THE CONTRACT DOCUMENTS AND TO COMPLETE THE CONTEMPLATED WORK. INSASMUCH AS POSSIBLE, THE CONTRACTOR MUST, IN CARRYING OUT HIS/HER WORK, EMPLOY SUCH MEANS AND METHODS AS WILL NOT CAUSE ANY INTERRUPTIONS OR INTERFERENCE WITH THE WORK OF ANY OTHER CONTRACTOR.**

5. **TIME IS OF THE ESSENCE (IF APPLICABLE):**

    a. **IF THE PROJECT IS NOT COMPLETED BY THE DATE SPECIFIED AS THE SUBSTANTIAL COMPLETION DATE IN THE CONTRACT ENTERED INTO BY THE CITY AND THE CONTRACTOR, THE CONTRACTOR WILL BE SUBJECT TO CONSEQUENTIAL AND/OR LIQUIDATED DAMAGES.**

CITY OF NORWALK
PURCHASING DEPARTMENT

GENERAL INFORMATION

1. INTRODUCTION

The City of Norwalk is soliciting a Certified General and Certified Residential Appraiser to provide on-call appraisal services, as needed and when needed, for its Sidewalk Installation Program ("Program"). The City will select one appraiser/appraisal management firm. The requirements of this project are outlined in greater detail under Section 2 Scope of Work/Project Specifications.

2. RFP DOCUMENTS

All RFP documents for this invitation are available over the internet at http://www.norwalkct.org. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe.

3. ADDENDA

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

4. BIDDER'S LIST

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

5. QUESTIONS CONCERNING THIS RFP

All questions concerning this solicitation must be directed, via e-mail, to Chris McCauley, Purchasing Officer at cmccauley@norwalkct.org . Please include the Project Number and Project Title in the subject line. The deadline for the submission of questions is 2:00 pm, January 11, 2023.

6. SUBMISSION OF RFP

The City of Norwalk is requiring electronic submission along with hard copy submission. All participants **are required to submit both** by the said date and time. Hard copy submission must match electronic submission and will be the official accepted submission. The City of Norwalk has the right to reject any submission that does not meet this criteria.

All sealed electronic submissions must be submitted in Bonfire no later than January 17, 2023, at 2:00PM.

All sealed hard copy submissions should be submitted to the City of Norwalk's Purchasing Department no later than January 19, 2023, at 2:00 PM at the address listed below:

City of Norwalk Purchasing Department
125 East Avenue, Room 211
Norwalk, CT 06856-5125

7. SUMMARIES

A list of the proposing firms will be available any time after 5:00 pm on the day of the RFP opening at Purchasing-Bid Postings. RFP results will not be provided over the phone.

SPECIAL NOTES:

1. **IMPORTANT Submission Information:** As of 08/10/2020, a new interior Customer Service window opened inside City Hall that will help serve the public during the ongoing COVID-19 pandemic. The window is staffed by Customer Service representatives Monday – Friday from 9 a.m. – 3:00 p.m. g. If you are planning to use the Customer Service window to drop off your submission, it is recommended to drop off the submission as early as possible since the team will be serving other customers.

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

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

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

   Participant Code: 968 704

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

CITY OF NORWALK
PURCHASING DEPARTMENT

SECTION 1 – RESPONSE FORMS

CITY OF NORWALK
PURCHASING DEPARTMENT

PROPOSER'S INFORMATION AND ACKNOWLEDGMENT FORM

Proposer's Name

Street Address

City	State	Zip

Business Telephone:

Email Address:

Printed Name and Title of Individual Submitting Proposal

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

CITY OF NORWALK
PURCHASING DEPARTMENT

Exceptions: Note any vendor(s) responding to this proposal shall indicate any/all exceptions (if any) taken to language in this proposal. Exceptions must be declared below in order to be considered by the City:

CITY OF NORWALK
PURCHASING DEPARTMENT

1.1 PROPOSAL RESPONSE FORM

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

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

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

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

A. PROPOSED FEES per Appraisal Report

PROPOSED FEE per Appraisal Report	**$**
PROPOSED FEE per Appraisal Report in Writing	

B. HOURLY RATES for additional appraisal/consulting services as may be needed for hearings/court hearings/litigation if required.

STAFF NAME	STAFF FUNCTION	HOURLY RATE $

The above hourly rates shall include all incidental expenses of the Respondent, including the costs and charges of the following: toll telephone calls, document binding, filing fees, express mail, delivery and courier service, in- and out-of-house photocopying, facsimile transmittal, transportation, travel, automobile rental, taxicabs, parking, meals, secretarial services, printing, photographs, renderings, maps, Internet access, computers, overhead, administration, and other costs and charges incurred by the Respondent or the Respondent's subcontractors

C. CERTIFICATION

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

D. The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

CITY OF NORWALK
PURCHASING DEPARTMENT

1.2 STATEMENT OF QUALIFICATIONS

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

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

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

Project	Date	Contact Person	Phone No.

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

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE	PORTION/SECTION OF WORK

CITY OF NORWALK
PURCHASING DEPARTMENT

5. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)		general partnership
		limited partnership
		limited liability corporation
		limited liability partnership
		corporation doing business under a trade name
		individual doing business under a trade name
		other (specify)

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

7. CT License/Registration Number:

8. Is your local organization an affiliate of a parent company? If so, Indicate the principal place of business of your company and the name of the agent for service 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.

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

All information should be supported with appropriate audited financials

a. Book Value (Total Assets (-) Total Liabilities)
b. Working Capital (Current Assets (-) Current Liabilities
c. Current Ratio (Current Assets/Current Liabilities)
d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
e. Return on Assets (Net Income/Total Assets)
f. Return on Equity (Net Income/Shareholder's Equity)
g. Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential.

Additional information may be requested subsequent to your responding to this bid request.

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

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

1.3 CITY OF NORWALK VENDOR RECORDS

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

1.4 INSURANCE

Insurance Agency Name:	**Tel:**
Agency Address:	**Email:**

1.5 CITY OF NORWALK VENDOR QUESTIONNAIRE – IT INFORMATION SECURITY

City of Norwalk Vendor Questionnaire
IT Information Security

Rev 8.4.22

1. **Third-Party Contact Information (please provide the POC for follow-up questions to this questionnaire):** Vendor Name, Address, Point-of-Contact Name, Phone Number and Email

2. **Description of Services/Products:** Please provide a detailed description of services/products your organization aims to provide to the City?

3. **System and Equipment Access:** Will your organization use your own systems and equipment to perform the services, or will your organization need access to the City's systems, equipment and network? (Yes or No, If Yes, please explain)

YES ☐ NO ☐

4. **Description of Data:** Are you using data from the City in order provide the services/product to the City (Yes or No, if Yes proceed to 3.1)
    a. What data is needed to provide the services/products to the City?

Example: Name, Social Security Number, Trade Information, Source Code, Payroll or Accounts Payable data, student or patient data, Law Enforcement data, any Personally Identifiable Information (PII), etc.

YES ☐ NO ☐

If your answers to Questions 3 and 4 are BOTH "*NO*", thank you for completing the IT Information Security Questionnaire.

If one or both questions are "*YES*", please complete the remaining questions.

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5. **Office Locations:** How many office locations does your organization have? *Please include the locations of your organization.*

6. **Data Center Locations:** How many data centers does your organization utilize to provide services/products to the City? *Please include the locations of the data centers utilized by your organization.*

7. **Business Entity:** What is your business entity type?
**Example: Sole Proprietorship, Partnership, C Corporation, S Corporation, Limited Liability Corporation (LLC), Limited Liability Partnership (LLP)*

8. **How many employees and contingent workers do you have in your organization**?

1-10 ☐ 10-50 ☐ 50-100 ☐ 100-500 ☐ 500-1000 ☐ 1000 or more ☐

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

YES ☐ NO ☐

10. **Access to Data:** How is your organization accessing City data?
**Example: Is the data supposed to be sent to your organization via email or will the data need to be uploaded to an application?*

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

14. Information Security

a. Does your organization have written information security policies and procedures (WISP)?

YES ☐ NO ☐

b. How often are the information security policies and procedures reviewed and updated?

c. Who in the organization is responsible for reviewing and updating the information security policies and procedures?

d. Does your organization have privacy policies and procedures?

YES ☐ NO ☐

e. How often are the privacy policies and procedures updated?

f. Who in the organization is responsible for reviewing and updating the privacy policies and procedures?

g. What methods of encryption are utilized for data at rest and in transit?

h. Are the encryption methods utilized FIPS 140-2 approved?

YES ☐ NO ☐

i. Does your organization utilize firewalls to filter incoming data and information from the internet into your company network?

YES ☐ NO ☐

j. Does your organization perform penetration testing at least once per year to determine if unauthorized access to the computer network and malicious activity is possible externally?

YES ☐ NO ☐

k. Does your organization perform vulnerability testing at least once per year in order to identify vulnerabilities within the internal network?

YES ☐ NO ☐

l. Does your organization perform background checks on employees and contingent workers prior to onboarding them? Describe the nature of these background checks (i.e., criminal, credit, international, etc.).

YES ☐ NO ☐

m. Does your organization utilize multi-factor authentication?

YES ☐ NO ☐

n. Does your organization utilize scan cards or biometric scans to grant employees and contingent workers access to the building and data centers where data is stored?

YES ☐ NO ☐

o. If offering a technology product, does the organization utilize software development life cycle (SDLC) or Agile to build and maintain technological product?

YES ☐ NO ☐

p. Does the technological product undergo information security testing and quality assurance testing prior to deployment?

YES ☐ NO ☐

q. Does the Vendor provide annual Cybersecurity Awareness training to their employee?

YES ☐ NO ☐

r. Does the Vendor provide annual phishing simulations for their employee?

YES ☐ NO ☐

s. Have users been educated on how to report suspected security violations or vulnerabilities?

YES ☐ NO ☐

t. Does the Vendor have an employee identified as the Chief Information Security Officer?

YES ☐ NO ☐

u. Are all the Vendor laptops encrypted?

YES ☐ NO ☐

v. Are all Vendor computers (workstations, notebooks) required to join the Company's domain and receive Group Policies?

YES ☐ NO ☐

w. Does the Vendor meet the NIST 800-63 password guidelines?

YES ☐ NO ☐

15. Risk Management

a. Does your organization have an enterprise risk management framework implemented at your organization?

YES ☐ NO ☐

b. Does your organization have documented enterprise risk management policies and procedures?

YES ☐ NO ☐

c. Who in the organization is responsible for reviewing the enterprise risk management policies and procedures?

d. Does your organization utilize an outside third-party to provide services/products to the client?

YES ☐ NO ☐

e. Does your organization have a third-party risk management program (TPRM)?

YES ☐ NO ☐

f. Does your organization include right-to audit clauses in contracts with third parties?

YES ☐ NO ☐

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

YES ☐ NO ☐

Business Continuity/Disaster Recovery

a. Does your organization have a business continuity plan?

YES ☐ NO ☐

b. How often is the business continuity plan updated?

c. Does your organization conduct business continuity tests once per year?

YES ☐ NO ☐

d. Does your organization have a disaster recovery plan?

YES ☐ NO ☐

e. How often is the disaster recovery plan updated?

f. Does your organization conduct disaster recovery tests once per year?

YES ☐ NO ☐

g. Does your organization have business continuity and/or disaster recovery sites?

YES ☐ NO ☐

h. Are the business continuity/disaster recovery sites located in the United States or outside the United States? *Please include the locations of business continuity/disaster recovery sites?*

YES ☐ NO ☐

SECTION 2 – SCOPE OF WORK / PROJECT SPECIFICATIONS

2.1 Introduction

The City of Norwalk is soliciting a Certified General and Certified Residential Appraiser to provide on-call appraisal services, as needed and when needed, for its Sidewalk Installation Program ("Program"). The City will select one appraiser/appraisal management firm.

2.1 Background

The City is using a combination of funds, including American Rescue Act Grant funds, to construct new sidewalks and curb ramps or to reconstruct existing sidewalks and curb ramps which may, in some instances, requires the acquisition of additional right-of-way and a temporary construction easement for such construction.

2.2 Scope of Services

The selected appraiser must provide a written appraisal report of the property in its current condition and the valuation after the easement acquisition to allow the City to make an assessment of the damage caused by acquisition of the additional right-of-way easement. A survey of the anticipated easements will be provided to the selected appraiser prior to the commencement of appraisal service.

The appraisal report shall be in the State of Connecticut Department of Transportation ("DOT") approved eminent domain format for a "before and after" appraisal report. Any calculations for any approach to value shall be clearly set forth in the report. The report must also clearly provide all calculations used to determine the value of the final damages. The DOT format requires that the appraisal report be prepared in conformity with the Appraisal Foundation's *Uniform Standards of Professional Appraisal Practice*, except to the extent that the *Uniform Appraisal Standards for Federal Land Acquisitions* requires invocation of USPAP's Jurisdictional Exception Rule, as described in Section 1-4 of the *Uniform Appraisal Standards for Federal Land Acquisitions (2016)*.

The City will be responsible for the acquisition of the easement. The Program will be administered by the City in phases. It is anticipated that the first phase will include twelve (12) properties ("Phase 1 Properties"). However, based on the nature of the Program, the number of phases, and volume of properties contained therein, have not been determined.

A. Scheduling

Time is of the essence and the right-of-way easement acquisition process must be timely completed. The City will provide the list of Phase 1 Properties upon execution of the contract. The date of completion shall be sixty (60) days therefrom. For future phases, the City will provide a list of properties, and corresponding surveys, for that phase. Appraisals shall be complete within sixty (60) days. A phase will contain no more than twelve (12) properties.

B. Qualifications

The selected Contractors must be properly licensed as a commercial appraiser to do business within the State of Connecticut. Respondents must have been in the applicable industry for at least five (5) years prior to response and have relevant experience in valuing eminent domain takings in appraisal reports on the DOT's approved eminent domain format. Any successful Contractor shall have a person available

during normal business hours to address any concerns of the City. The City may make such investigations deemed necessary to determine the ability of the Contractor to perform the services outlined in this Scope of Services. If requested, the Contractor shall provide the City with all such information and data for this purpose. The City reserves the right to reject any response if the evidence submitted by or derived from an investigation fails to satisfy the City that the Contractor has the capacity to carry out the obligations of the Contract and to complete the work specified in this solicitation.

Appraisers shall maintain all necessary licenses for the term of the Contract and provide appraisals meeting the requirements described below.

- Conform to generally accepted appraisal standards as described in FIRREA and evidenced by the USPAP promulgated by the Appraisal Standards Board of the Appraisal Foundation.

- Contain an opinion of market value and must contain a certification that the appraiser has complied with USPAP. The result of an Automated Valuation Model (AVM), by itself or signed by an appraiser, is not an appraisal.

- Be written and contain sufficient information and analysis to understand the appraiser's analysis and opinion of the property's market value. As provided by the USPAP Scope of Work Rule, appraisers are responsible for establishing the scope of work to be performed in rendering an opinion of the property's market value.

- Be consistent with the extent of the research and analyses employed for similar property types, market conditions, and transactions.

- Contain sufficient information to enable the intended user of the appraisal to understand the report properly. The appraisal report must contain sufficient disclosure of the nature and extent of inspection and research performed by the appraiser to verify the property’s condition and support the appraiser’s opinion of market value.

- Contain an estimate of market value which assumes that the price is not affected by undue stimulus, which would allow the value of the real property to be increased by favorable financing or seller concessions. Value opinions such as “going concern value”, “value in use”, or a special value to a specific property user may not be used as market value. An appraisal may contain separate opinions of such values so long as they are clearly identified and disclosed.

- The estimate of market value must consider the real property's actual physical condition, use, and zoning as of the effective date of the appraiser's opinion of value.

- Be performed by state certified and/or licensed appraisers as required by the State of Connecticut.

- Appraisers shall also perform other related services for the City upon request.

C. Fee

All offers shall be firm for a period of ninety (90) days following the response due date. The proposed fee must include all charges necessary to fulfill the terms of the Contract.

Cost plus pricing is absolutely prohibited. This prohibition includes all subcontractor price or administrative markups as well as any part or supply markups. The City will not reimburse for travel, mileage, hotel, meals or other related expenses and will not pay for travel time to and from City locations.

Respondents are required to provide a complete fee schedule inclusive of all costs associated with delivering the full range of services proposed. Any and all costs not specifically provided for in the proposal response will be borne by the Contractor.

Fair Price Statement: Provide a statement that your firm warrants the prices quoted are not in excess of those charged to non-governmental clients for the same services by the same individuals.

2.3 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. The City shall not be liable for costs incurred in the preparation of the response to this RFP or in connection with any presentation before a Selection Committee.

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

The City reserves the right to reject proposals/parts thereof or to solicit new proposal and award contracts as it deems in its best interest. All proposals will remain property of the City. It is further understood and agreed that all information included in, attached to, or required by the Request for Proposal shall be public record upon delivery to the City.

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

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

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

1. Section 1-Executive Summary: Provide a brief history of your firm, company structure, and identify key qualities or services provided that distinguishes your firm from other firms. This section shall include a concise statement of the consultant's approach to the project and a summary of the Consultant's ability to provide the required services. Also include in this section

include the Name and address of firm(s) and identification and contact information of the Project Lead.

a. including copies of the following minimum qualifications:
    - Appraisal Management Company

2. Section 2-Project Team Organization and Staffing: Identification of Project Manager and all other team members – as well as any subcontractors to this project – and assigned duties, including a percentage breakdown of personnel hours and associated costs.
    a. including copies of the following minimum qualifications:
        - A valid Connecticut appraisers license
        - Connecticut Certified General Appraiser license

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

3. Section 3-Project Approach: A clear description of how your firm would complete this project, including scope and methodology. This section shall also include the following:
    a. Describe the Respondent's approach to the Services, including: how Respondent will work collaboratively with the City to complete deliverables within the expected timeline; Respondent's approach to completing deliverables; and priority and scheduling. Provide information on the Respondent's current workload and ability to deliver the desired Services.

4. Section 4-References/Statement of Qualifications: Provide four (4) most recent current or previous government clients in which your firm provides the same size and scope of services requested by the City. Highlight how it's directly related to City of Norwalk. The City, at its discretion may check references in order to determine the Offeror's experience and ability to provide services described in the Scope of Work. All client reference information must be documented and verifiable. Reference contacts must be aware that they are being used as a reference and agreeable to City interview for follow up. References shall include the following, in this order:
    a. Client/Agency Name
    b. Contact Name and Title (project manager role preferred), Telephone, and Email
    c. Number of Projects Completed for Client/Agency
    d. Project Names
    e. Project Descriptions
    f. Project Approach and Methodology
    g. Year of Project and Length of Project
    h. Project Budgets and Final Invoiced Amount
    i. Contractor Personnel Assigned to Project and Project Role
5. Section 5-Other Information: Provide any other information that you believe will assist the City of Norwalk in making its selection. Such information may be in this section of your proposal
6. Section 6-Forms: Fully Completed Section 1 – Response Forms

2.4 Selection Process

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

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

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

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

The anticipated selection schedule is as follows:

RFP Interviews	End of January/Early February
Common Council Committee Review	February 2023
Common Council Review	February 2023

2.5 Criteria for Evaluating Proposal Submissions

The City of Norwalk shall be responsible for reviewing the proposals received and will further evaluate them, using the following criteria. The City reserves its rights to examine any other criteria and take the same under consideration and to reject any firm or proposals despite its compliance with these criteria if it determines that to do so would be in its best interests.

Criteria	Weight
Qualifications and Experience: • Respondent must demonstrate adequate experience in the following areas: • Experience with right-of-way easement valuation • Feedback from References with projects similar in size & scope • Sufficient bandwidth to handle project demand and expected turnaround	50%
Overall Impression of Proposal • Organization, clarity, conciseness, and thoroughness. • Approach to the scope of services and statement of works • Proposed project schedule	10%

Criteria	Weight
Additional Considerations (applicable only when not in conflict with state or federal guidelines) • Qualifications such as a SBE, DBE, MBE, WBE… • Interview/Presentation	10%
Cost Proposal: Cost proposal should include any payment schedule setting forth the frequency and amount of progress payments and identifying the tasks and deliverables ("milestones") to be completed for each payment to be deemed earned.	30%
Total Possible Points	**100**

2.6 Prime Proposer Responsibility

The Contractor shall not have the right or power to assign, subcontract, or transfer interest in this Contract without the prior written consent of the City.

2.7 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 or equal ability and qualifications.

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

2.8 Availability of Funds

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

2.9 Payment & Invoices

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

2.10 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

2.11 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

2.12 Contract Agreement(s) and Contract Period(s)

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

It is the intention of the City of Norwalk to enter into an agreement for three (3) years with the option of two (2), one-year extensions for a potential total contract length of five (5) years. Any renewal is contingent upon satisfactory performance by the contractor and the City of Norwalk's desire to continue with these services.

2.13 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.

2.14 Duration of Proposals

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

2.15 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.

2.16 Insurance Coverage Requirements

PROFESSIONAL SERVICES INSURANCE RIDER

The Professional Services Provider 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 Professional Services Provider's policies.

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

Minimum Scope and Limits of Insurance:

Workers' Compensation: With respect to all operations the Professional Services Provider performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and Employer's Liability limits of One Hundred Thousand Dollars ($100,000) coverage for each accident, One Hundred Thousand Dollars ($100,000) coverage for each employee by disease, Five Hundred Thousand Dollars ($500,000) policy limit coverage for disease.

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

Professional Liability: The Professional Services Provider shall provide Professional Liability Insurance covering errors and omissions. Such insurance shall be in an amount no less than $1,000,000 each claim and $1,000,000 Aggregate. If such insurance is written on a claims-made basis, the Professional Services Provider shall maintain such coverage continuously throughout the term of work for a period of three (3) years following acceptance of the work by the City.

"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 three (3) years, or the maximum time period reasonably available in the marketplace. 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, Professional Services Provider shall be required to keep the coverage in effect for a duration of not less than three (3) years following acceptance of the work by the City.

Acceptability of Insurers: The Professional Services Provider's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or better. Additionally, all carriers are subject to approval by the City of Norwalk.

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

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Professional Services Provider to pay and/or to indemnify.

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

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

Additional Insured: The liability insurance coverage, (excluding Workers' Compensation & Professional Liability, if included) required for the performance of the Services shall include the City as an Additional Insured with respect to the Professional Services Provider's activities to be performed under this Agreement. Professional

Services Provider's insurance shall be primary and shall not seek contribution from any other insurance carried by the additional insured in the payment of a claim.

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

Certificate of Insurance: Prior to the commencement of services under this Contract, the Professional Services Provider shall furnish Certificate(s) of Insurance to the City. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be provided prior to expiration but no more than fifteen (15) days after policy renewal.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel and Finance Department (Attn: Risk Manager), 125 East Avenue, P.O. Box 5125, Norwalk, CT 06856-5125.

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

2.17 Data Protection Rider

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

INFORMATION PROTECTION AND DATA SECURITY RIDER

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

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

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

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

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

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

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

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

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

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

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

1.9. "ITS Data" means the Access and Use of City Data through the City's Information Technology System.

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

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

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

2.0. Applicability.

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

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

3.0. <u>User Access and Use of City Data</u>.

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

3.2. Subcontractors and Third Party Datacenters:

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

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

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

4.0. <u>Representations and Warranties</u>.

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

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

5.0. Ownership and Confidentiality of City Data.

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

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

6.0. Data Security.

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

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

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

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

7.0. Termination.

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

8.0. Insurance.

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

9.0. Liability and Indemnification.

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

10. Reporting.

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

2.18 ARPA Rider

EXHIBIT __

ARPA Rider
Water/Sewer Infrastructure Contracts

The Parties acknowledge and agree that this Contract of funded, either in whole or in part, with federal funds the City of Norwalk received from the Coronavirus State and Local Fiscal Recovery Fund from the U.S. Department of Treasury pursuant Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, March 11, 2021 (the "Awarded Funds"), and as such, the City is subject to certain Laws, Regulations, Executive Orders, Rules, Guidelines, and Award Terms and Conditions in connection with the use of said Awarded Funds.

As material inducement to entering into the Contract with the [<<NAME OF COMPANY>>] (the "Contractor") for [<<NAME OF PROJECT>>], the Contractor agrees to the following additional terms and conditions:

I. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENT FOR FEDERAL AWARDS, TITLE 2 C.F.R. APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS.

In accordance with the provisions of Title 2 C.F.R. § 200.327, the Contractor agrees to the following provisions to:

1.0. Administrative, Contractual, or Legal Remedies in instances where Contractor violates or Breach Contract Terms; Sanctions and Penalties. Remedies concerning breach of this Agreement as set forth elsewhere in the Agreement.

2.0. Contract Termination – For Cause; For Convenience. Contract termination rights are set forth elsewhere in this Agreement.

3.0. Equal Employment Opportunity. To the extent that this Contract meets the definition of a "*federally assisted construction contract*" pursuant to Title 41 C.F.R. § 60-1.3, the Contractor, during the performance of this Contract, agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) set forth in Title 41C.F.R. § 60-1.4(b) and the provisions of paragraphs (1) through (8) thereof in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that they will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a subcontractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this Contract; refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

(9) The Contractor shall include this Equal Employment Opportunity clause in each subcontract relating to the work or services to be performed under this Agreement

4.0. Davis-Bacon Act and Copeland Anti-Kickback. <<*Intentionally Omitted*>>. See, Coronavirus State and Local Fiscal Recovery Funds, Interim Final Rule: Frequently Asked Questions, § 6.17, a copy of which may be found at the following link: https://home.treasury.gov/system/files/136/SLFRPFAQ.pdf

6.0. Contract Work Hours and Safety Standards. To the extent that this Contract pursuant to Title 40 U.S.C § 3701(b), the Contractor, during the performance of this Contract, agrees as follows:

(1) Overtime requirements. Neither the Contractor nor any of its subcontractors contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of Title 29 C.F.R. § 5.5 the

Contractor and any of its subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and its subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of Title 29 C.F.R. § 5.5, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of Title 29 C.F.R. § 5.5.

(3) Withholding for unpaid wages and liquidated damages. The City of Norwalk shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or its subcontractors under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or its subcontractors for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of Title 29 C.F.R. § 5.5.

(4) The Contractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of Title 29 C.F.R. § 5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of Title 29 C.F.R. § 5.5.

7.0. Rights to Inventions Made Under a Contract or Agreement. To the extent applicable to the Awarded Funds, the contractor shall comply with the provisions of Title 37 C.F.R. § 401 - Rights to Inventions made by Nonprofits Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements.

8.0. Clean Air Act; Federal Water Pollution Control Act. To the extent that aggregate contract sum for this Contract exceeds $150,000, the Contractor, during the performance of this Contract agrees as follows:

(1) Clean Air Act. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000.

(2) Federal Water Pollution Control Act. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000.

9.0. Debarment and Suspension (Executive Orders 12549 and 12689). This Contract is a covered transaction for purposes of Title 2 C.F.R. Part 180 and Title 2 C.F.R. Part 3000. As such, the Contractor is required to verify and certify, **and hereby does verify and certify by entering into this contract**, that none of the Contractor's principals (defined at Title 2 C.F.R. § 180.995) or its affiliates (defined at Title 2 C.F.R. § 180.905) are excluded (defined at Title 2 C.F.R. § 180.940) or disqualified (defined at Title 2 C.F.R. § 180.935). The Contractor must comply with Title 2 C.F.R. Part 180, subpart C and Title 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City in entering into this Contract. If it is later determined that the Contractor did not comply with Title 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment.

10.0. Byrd Anti-Lobbying Amendment. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by Title 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

Statement 1: No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

Statement 2: If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Statement 3: The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Statement 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure."

The Contractor certifies or affirms the truthfulness and accuracy of each statements of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Contractor Name:_____

By:_____
Name:
Its _____, duly authorized

Dated:_____

11.0. Procurements of Recovered Materials. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the Contract performance schedule; meeting Contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12.0. Prohibiting Contracting for Covered Telecommunication s Equipment or Services. The Contractor, during the performance of this Contract, shall comply with Title 2 C.F.R. § 200.16, and required all its lower tier subcontractor to comply with the same.

13.0. Domestic Preferences for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in

the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

II. U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS. The Contractor's performance of this Contract shall be in compliance with the provisions of the City's Coronavirus State and Local Fiscal Recovery Fund "Award Terms and Conditions," a copy of which are attached hereto as Exhibit __-__, which the City is subject to in connection with the use of the federal funds which fund this Contract. Without limitation the generality of the foregoing, the Contractor agrees as follows:

1.0. Use of Funds.

(1) Contractor understands and agrees that the payments made under this Contract may only be used in compliance with section 603(c) of the Social Security Act (the "Act"), U.S. Department of the Treasury's ("Treasury") regulations implementing that section, and guidance issued by U.S. Treasury regarding the foregoing.

(2) Contractor will determine prior to engaging in any project or activity under this Contract that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2.0. Reporting. The City is obligated to comply with any reporting obligations established by Treasury as they relate to the Awarded Funds, and as such, the Contractor shall cooperate with the City in connection therewith as it is pertinent to the services rendered and/or work performed by the Contractor under this Contract.

3.0. Maintenance of and Access to Records.

(1) The City is obligated to maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing, and as such, the Contractor shall maintain records and financial documents pertinent to the Services rendered and/or Work performed under this Contract.

(2) The City, Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records and documents (electronic and otherwise) required to be maintained herein in order to conduct audits or other investigations.

(3) Records and documents required to be maintained herein shall be maintained through December 31, 2031.

4.0. Conflicts of Interest. Contractor shall maintain a conflict of interest policy consistent with Title 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity for which payment is made to the Contractor pursuant to this Contract. The Contractor must disclose in writing to U.S Department of the Treasury or City, as appropriate, any potential conflict of interest affecting the Awarded Funds in accordance with Title 2 C.F.R. § 200.112.

5.0 Compliance with Applicable Law and Regulations.

(1) Contractor shall comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act (and guidance issued by Treasury regarding the foregoing), and all other applicable federal statutes, regulations, and executive orders in the performance of this Contract. Contractor shall further require its subcontractors agree to comply with said laws in any agreement it enters into with a subcontractor in connection with the Contractor's performance of this Contract.

(2) Federal regulations applicable to the federal funds which fund this Contract are as follows:

(i) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to the federal funds which fund this Contract and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this Contract;

(ii) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;

(iii) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;

(iv) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the Awarded Funds is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19;

(v) Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;

(vi) Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;

(vii) New Restrictions on Lobbying, 31 C.F.R. Part 21;

(viii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations; and

(ix) Generally applicable federal environmental laws and regulations.

(3) Statutes and regulations prohibiting discrimination applicable to the federal funds which fund this Contract are as follows:

(i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

(ii) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

(iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

(iv) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

(v) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

6.0. Remedial Actions. In the event of the Contractor's noncompliance with Section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, the Treasury and the City shall have such remedies against the Contractor as the Treasury has against the City, including, but not limited to, remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of Section 603(c) of the Act regarding the use of funds, payments made to the Contractor shall be subject to recoupment as provided in Section 603(e) of the Act.

7.0. Hatch Act. Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

8.0. False Statements. Contractor understands that making false statements or claims in connection with the federal funds which fund this Contract is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

9.0. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

10.0. Debts Owed the Federal Government.

(1) Any federal funds which fund this Contract (i) in excess of the amount to which City is finally determined to be authorized to retain under the terms of the Awarded Funds; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to Section 603(e) of the Act and have not been repaid by Contractor, shall constitute a debt to the federal government.

(2) Any debts determined to be owed the federal government must be paid promptly by the Contractor. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Contractor knowingly or improperly retains funds that are a debt as defined in

paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

11.0. Disclaimer.

(1) The United States expressly disclaims any and all responsibility or liability to Contractor or third persons for the actions of Contractor or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the Services rendered and/or Work performed pursuant to the Contract, or any subcontract.

(2) This Contract does not does not in any way establish an agency relationship between the United States and Contractor.

12.0. Protections for Whistleblowers.

(1) In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant: .

The list of persons and entities referenced in the paragraph above includes the following: (i) A member of Congress or a representative of a committee of Congress; (ii) An Inspector General; (iii) The Government Accountability Office; (iv) A Treasury employee responsible for contract or grant oversight or management; (v) An authorized official of the Department of Justice or other law enforcement agency; (vi) A court or grand jury; or (vii) A management official or other employee of Contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

(3) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

13.0. Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Contractor is encouraged to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

14.0. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and should establish workplace safety policies to decrease accidents caused by distracted drivers.

III. TITLE VI ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS. As a condition of receipt of the federal funds, the Contractor acknowledges, understands and agrees to the following:

(1) Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

(2) Contractor acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.

(3) Contractor agrees to consider the need for language services for LEP persons when contractor develops applicable budgets and conducts programs, services, and activities. As a resource, the Department

of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov. OMB Approved No. 1505-0271 Expiration Date: November 30, 2021.

(4) Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon contractor and contractor's successors, transferees, and assignees for the period in which such assistance is provided.

(5) Contractor acknowledges and agrees that it must require any of its subcontractors, successors, transferees, and assignees to comply with assurances (1) through (4) above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Contractor and the contractor's subcontractors, successors, transferees, and assignees: *The subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

IV. <u>OTHER MISCELLANEOUS FEDERALLY FUNDED CONTRACT TERMS AND CONDITIONS</u>. During the course of performing this Contractor, the Contractor agrees to the following:

1.0. <u>SAM.gov Registration</u>. In additional to any other requirements for payment on services rendered and/or work performed under this Contract, the Contractor shall provide the City with proof of a valid SAM.gov Registration prior to submitting a payment requisition request under this Contract.

2.0. <u>Contracting with Small and Minority Business, Women's Business Enterprise, and Labor Surplus Area Firm</u>. The Contractor and all lower tier subcontractors shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and (v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

3.0. <u>Access to Records</u>. The Contractor agrees to provide City, the U.S. Department of the Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the administrator for the applicable federal agency or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

4.0. <u>Program Fraud and False or Fraudulent Statements or Related Acts</u>. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

5.0. <u>U.S. Department of Treasury, Compliance and Reporting Guidance</u>. To the extent not already covered elsewhere herein and applicable to the contractor under the circumstances of this Contract, Contractor's performance of this Contract shall be in compliance with the provisions of Compliance and Reporting Guidance, February 28, 2022, Ver. 3.0 issued by the U.S. Department of the Treasury, copy of which may be found at the following link: <u>https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf.</u>

2.19 Sample Contract

The following document is the City's standard Independent Contractor contract. Please be advised that the substantive terms and requirements outlined therein may be revised only with the approval of Norwalk's Corporation Counsel. Additionally, the terms of the final contract may vary at the City's option and, this sample agreement has been included to provide you with the general contract terms and conditions typically utilized by the City in the hiring of an independent contractor for consultant services

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

THIS AGREEMENT made and entered into this _____ day of _____, 2020, by and between the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut (the "City"), acting herein by «ContractAuthorizer», its «ContractAuthorizerTitle», and **«VendorName»,** a corporation authorized and licensed to do business in the State of «LicenseState», having a principal place of business at «VendorAddress1», «VendorAddress2», «VendorCity», «VendorState» «VendorZip», acting herein by «VendorAuthorizer», its «VendorAuthorizerTitle», duly authorized (the "Contractor").

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 annexed hereto and incorporated herein as **Exhibit**

2, the City hereby retains the Contractor to perform the services described herein in accordance with the terms and conditions and for the consideration set out in this Agreement.

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

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

2. SERVICES TO BE PERFORMED

A. The scope and details of the Services to be performed by the Contractor and the specifications to which such Services should conform are described in the City's Bid Invitation dated _____, a copy of which annexed hereto and incorporated herein as **Exhibits 1**. The Contractor shall perform such Services as may be required by the Director in a professional and timely manner in accordance with the terms and requirements of this Agreement, in order to meet the City's needs. Services will be requested on an as needed basis with no minimum or maximum scope.

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

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

D. The City may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be valid only when incorporated in written amendments signed by both parties to this Agreement.

3. COMPENSATION

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

of the Contractor's bid.

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

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

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

4. **TIME PROVISIONS**

A. The term of this Agreement shall commence effective _____ and conclude on _____. The Contractor shall perform its Services throughout this period.

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

5. **TERMINATION AND SUSPENSION**

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

6. **INSURANCE AND INDEMNIFICATION**

The Contractor agrees to obtain at its own cost and expense all insurance required

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

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

7. **GENERAL PROVISIONS**

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

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

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

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

(2) A meritorious claim exists or will exist against the Contractor or the City arising out of the negligent, willful or wanton acts, errors or omissions of the Contractor, its

agents, servants or employees, or the Contractor's breach of any provision of this Agreement; then the City may withhold payment of any amount otherwise due and payable to the Contractor hereunder. Any amount so withheld may be retained by the City for such period as it may deem advisable to protect the City against any loss, expense or damage and may, after written notice to the Contractor, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the City, and no person shall have any right or claim against the City by reason of the City'S failure or refusal to withhold monies. No interest shall be payable by the City on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the City.

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

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

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

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

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

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

J. The City and the Contractor each binds itself and its successors and assigns

to the other party and to its successors and assigns with respect to all covenants of this Agreement. The Contractor shall transfer any interest in this Agreement without the prior written approval of the City.

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

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

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

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

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

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

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

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

O. The Contractor represents to the City as follows:

i) That the Contractor is a legally existing corporation under the laws of its respective states of incorporation and has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the

protection of creditors or debtors;

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

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

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

Dated at Norwalk, Connecticut, the day and year first above written, and executed in two (2) counterparts.

Signed, Sealed and Delivered
in the Presence of:

Witnesses' signatures:

_____

_____

CITY OF NORWALK

By:_____
«ContractAuthorizer»
Its «ContractAuthorizerTitle»
Duly Authorized

Date signed:_____

Witnesses' signatures:

_____

_____

«VendorName»

By:_____
«VendorAuthorizer»
Its «VendorAuthorizerTitle»
Duly Authorized

Date signed:_____

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By:_____

APPROVED AS TO
AVAILABILITY OF FUNDS:

By:_____
Comptroller

Date:_____

INSURANCE RIDER

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

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

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

Minimum Scope and Limits of Insurance:

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

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

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

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

Environmental Liability: If applicable, based on the Contractor’s Scope of Work, the Contractor is required to provide environmental and remediation (Contractor’s Pollution Liability –CPL-) insurance in the amount of One Million Dollars ($1,000,000) per claim limit and One Million Dollars ($1,000,000) aggregate limit per occurrence. If the insurance is provided with a combination of excess pollution liability policies, the policy shall be written on a follow form coverage wording to its underlying Schedule of insurance.

Errors and Omissions/Professional Liability: With respect to any damage caused by a negligent act, error, or omission of the Architect, the Architect shall carry minimum One

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

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

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

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

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

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

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

applicable coverage or reduction in the amount of coverage available to the City related to the Contractor's services.

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

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

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

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

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

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

SECTION 3 - GENERAL INFORMATION

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

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

SECTION 4

NOT APPLICABLE

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SECTION 5

LIVING WAGE ORDINANCE

GENERAL INFORMATION

Rev. 02082022

NOTE: SECTION 5 contains information concerning City's Living Wage Ordinance. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 02/08/2022 or later on file you may download a copy of this Ordinance from the Terms and Conditions section of the City of Norwalk's website at http://www.norwalkct.org

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

PURCHASING DEPARTMENT

The bid listed below has had addenda issued. Documents are available over the Internet at http://www.norwalkct.org Adobe Acrobat reader is required to view this document. If you do not have this software you may download it free from Adobe. The document number to request will be the same as the project number indicated below.

Project #	Addendum #	# of Pages	Original Issue Date
4254	1	1	01/04/2023

Addendum Issued Date	01/06/2023	
Project Number	4254	
Addenda Number	1	
Electronic Deadline	2:00 PM	01/17/2023
Hard Copy Deadline	2:00 PM	01/19/2023
Project Title	**On-Call Appraisal Services**	

This Addendum is a contract document modifying previously issued documents, which remain in full force except as specifically modified below.

Quotations appearing on the Proposal are to reflect the provisions of this Addendum. Failure to acknowledge receipt of this Addendum in the space provided on the response sheet may subject candidate to disqualification.

NEW INFORMATION:

1. Funding for this project is being provided by ARPA Funds. As a result of the funding source, the selected Appraiser must have an active registration with the System for Award Management ("SAM") (https://www.sam.gov) pursuant to 2 CFR Part 25.