

ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS ARE SUBJECT TO THE AVAILABILITY OF FUNDS

To allow public access, anyone may access a meeting by telephone and/or Zoom, or a recording in the City of Norwalk YouTube channel. Specific instructions and links can be found at norwalkct.gov/meetings.



Members of the public may call in to participate. Callers will not be able to see the meeting participants. All participants will be muted upon entering the meeting. To speak, dial *9 on the phone and you will be called on by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.



Members of the public who wish to provide "live comments" may also 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 by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.



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 included into the record, they must be submitted by 12:00 p.m. the day of the meeting. Please email Irene Dixon at idxon@norwalkct.gov with the subject line "Public Comment" to provide written public comment prior to the meeting.

- I. ROLL CALL**
- II. ACCEPTANCE OF MINUTES**
 - A. Regular Meeting: May 27, 2025**
- III. PUBLIC PARTICIPATION**
- IV. MAYOR**
 - A. RESIGNATIONS AND APPOINTMENTS**
 - B. MAYOR'S REMARKS**
- V. COUNCIL PRESIDENT**
 - A. RESIGNATIONS AND APPOINTMENTS**
 - B. CONSENT CALENDAR**
- VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS**
 - A. CORPORATION COUNSEL**

B. BOARD OF ESTIMATE AND TAXATION

VII. COMMON COUNCIL COMMITTEES

A. LAND USE AND BUILDING MANAGEMENT

1. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Aron Security Inc., DBA Arrow Security to provide security services at City Hall, Health Department and the Libraries:

City Hall base contract for a daytime security guard and a nighttime security guard FY 2025 - 26 shall not exceed \$106,572; FY 2026 - 27 \$112,570; FY 2027 - 28 \$118,525; with two (2) one-year options for 2028 - 29 and 2029 - 30, Acct. #014075-5266.

Norwalk Health Department base contract for a daytime security guard FY 2025 - 26 shall not exceed \$53,286; FY 2026 - 27 \$56,285; FY 2027 - 28 \$59,263; with two (2) one-year options for 2028 - 29 and 2029 - 30, Acct. #012012-5266.

Libraries base contract for a daytime security guard and an evening security guard FY 2025 - 26 shall not exceed \$138,319; FY 2026 - 27 \$146,104; FY 2027 - 28 \$153,833; with two (2) one-year options for 2028 - 29 and 2029 - 30, Acct. #016200-5296.

2. Authorize the Mayor, Harry W. Rilling, to execute a Guaranteed Maximum Price (GMP) amendment to the Newfield Construction Group, LLC's contract for the Brien McMahon High School HVAC/IAQ Grant Improvement Project (State Project #103-002HVACN) for a total amount not to exceed \$8,352,277.

Total trade costs: \$7,771,540.00
CM Fees (2.20%): \$179,794.61
CM Contingency (1.85%): \$143,773.49
General Conditions: \$437,168.75
Delete Permit Fee: - (\$180,000)

Acct.# 09245010 5777 C0839 (City Share)
09245010 5799 C0839 (State Share)
09025010 5777 C0658 (BMHS/CGS IAQ)
09215010 5777 C0658 (BMHS/CGS Cooling Plant)
09245010 5777 C0688 (BMHS/CGS Cooling Plant)
09205010 5777 C0610 (Facility Master Plan)
09175010 5777 C0585 (Facility Master Plan)

Authorize Owner Contingency Allowance for change orders to the GMP for a total not to exceed \$167,045.54.

Acct.# 09245010 5777 C0839 (City Share)
09245010 5799 C0839 (State Share)
09205010 5777 C0618 (Facility Master Plan)
09175010 5777 C0585 (Facility Master Plan)

3. Authorize the Mayor, Harry W. Rilling, to execute a Guaranteed Maximum Price (GMP) amendment to the Newfield Construction Group, LLC's contract for the Silvermine School HVAC/IAQ Grant Improvement Project (State Project #103-006HVACN) for a total amount not to exceed \$2,133,205.

Total trade costs: \$1,794,000
CM Fees (2.20%): \$45,920
CM Contingency (1.85%): \$33,189
General Conditions: \$260,095

Acct. # 09245010 5777 C0842 (City Share)
09245010 5799 C0842 (State Share)

Authorize Owner Contingency Allowance for change orders to the GMP for a total not to exceed \$101,371.

Acct.# 09245010 5777 C0842 (City Share)
09245010 5799 C0842 (State Share)

4. Authorize the Mayor, Harry W. Rilling, to execute a Guaranteed Maximum Price (GMP) amendment to the Newfield Construction Group, LLC's contract for the Naramake School HVAC/IAQ Grant Improvement Project (State Project #103-003HVACN) for a total amount not to exceed \$6,076,633.

Total trade costs: \$5,489,967
CM Fees (2.20%): \$130,808
CM Contingency (1.85%): \$101,564
General Conditions: \$504,294
Delete Permit Fee: - (\$150,000)

Acct.# 09245010 5777 C0844 (City Share)
09245010 5799 C0844 (State Share)
09175010 5777 C0585 (Facility Master Plan)

Authorize Owner Contingency Allowance for change orders to the GMP for a total not to exceed \$121,532 (2%)

Acct.# 09245010 5777 C0844 (City Share)
09245010 5799 C0844 (State Share)
09175010 5777 C0585 (Facility Master Plan)

B. RECREATION, PARKS AND CULTURAL AFFAIRS

1. Authorize the Mayor, Harry W. Rilling, to enter into an agreement for the use of Mathews Park and immediate surrounding grounds by Gordon Fine Arts for their Norwalk Arts Festival to be held on Saturday, June 21st and Sunday, June 22nd, 2025 from 8:00 A.M. to 8:00 P.M. Set-up time by 6:30 A.M. Saturday with tear-down by 10:00 P.M. Sunday. Approximately 400 people

C. COMMUNITY SERVICES

1. Immunization Action Plan Program Grant
 - a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from the Connecticut Department of Public Health for the Immunization Action Plan (IAP) Program in the amount up to \$675,227 for the period July 1, 2025 to June 30, 2028.
 - b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments or amendments as may be necessary to implement the Immunization Action Plan (IAP) Program for the period July 1, 2025 to June 30, 2028.

D. ECONOMIC AND COMMUNITY DEVELOPMENT

1. Approve the advancement of the 2025 Neighborhood Assistance Act proposals submitted to the City of Norwalk onto the Connecticut Department of Revenue Services for inclusion in the 2025 Connecticut Neighborhood Assistance Act Program.
2. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Streetlight Data, Inc. for citywide traffic data analyses, for a sum not to exceed \$21,938.00.
ACCT: 01-37-50-5343
3. WHEREAS, pursuant to Connecticut General Statutes Section 32-285a, the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and WHEREAS, it is desirable and in the public interest that the City of Norwalk make an application to the State for \$1,500,000 in order to undertake the Washington Street Historical Restoration and Streetscape Project, for building façade improvements, improved pedestrian lighting, and creation of parklets on Washington Street from North Main Street to North Water Street.

NOW, THEREFORE, BE IT RESOLVED BY THE Common Council of the City of Norwalk

- i. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by Connecticut General Statutes Section 32-285a

ii. That the filing of an application for State financial assistance by City of Norwalk in an amount not to exceed \$ 1,500,000 is hereby approved and that

Harry W. Rilling, as Mayor of the City of Norwalk, is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of City of Norwalk.

4. WHEREAS, pursuant to Connecticut General Statutes Section 32-285a, the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and WHEREAS, it is desirable and in the public interest that the City of Norwalk make an application to the State for \$2,500,000 in order to undertake the Lexington Avenue Mobility and Transit Access Upgrade, for roadway and sidewalk reconstruction on Lexington Avenue from Ely Avenue to Austin Street

NOW, THEREFORE, BE IT RESOLVED BY THE Common Council of the City of Norwalk

- i. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by Connecticut General Statutes Section 32-285a
ii. That the filing of an application for State financial assistance by City of Norwalk in an amount not to exceed \$ 2,500,000 is hereby approved and that

Harry W. Rilling, as Mayor of the City of Norwalk, is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of City of Norwalk

5. Authorize the Mayor, Harry W. Rilling, to execute a three-year contract with Love Your Home, LLC for \$139,135 for year one, \$140,935 for year two, and \$140,935 for year three, with the option to extend the contract for years four and five at a rate of \$144,715 per year.
ACCT: 0926-3720-5777-C0806
6. Authorize the Mayor, Harry W. Rilling, to execute a one-year contract with four additional extension options with Miranda Creative in an amount not to exceed \$189,900 per year.

ACCTS: 01-37-80-5258
01-37-80-5237
01-37-30-5258

E. PUBLIC WORKS

1. A. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and B&W Paving & Landscaping LLC for Project BOE2025-1 - Paving of Fox Run Elementary School & West Rocks Middle School Parking Lots for a sum not to exceed \$433,040.00.
Account No.
09 22 5010 5777 C0516
09 24 5010 5777 C0516
09 25 5010 5777 C0516
09 26 5010 5777 C0516
B. Authorize the Chief of Operations and Public Works to execute orders on the contract with B&W Paving & Landscaping LLC for Project BOE2025-1 - Paving of Fox Run Elementary School & West Rocks Middle School Parking Lots for a sum not to exceed \$43,304.00.
Account No.
09 22 5010 5777 C0516
09 24 5010 5777 C0516
09 25 5010 5777 C0516
09 26 5010 5777 C0516
2. A. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and The Grasso Companies, LLC for Project PM2025-1 Pavement Management Program for a sum not to exceed \$1,798,671.25.
Account No.
09 25 4021 5777 C0021
09 26 4021 5777 C0021
09 25 4021 5777 C0318
09 26 4021 5777 C0318
09 25 4021 5777 C0440
09 26 4021 5777 C0440
B. Authorize the Chief of Operations and Public Works to execute orders on the contract with The Grasso Companies, LLC for Project PM2025-1 Pavement Management Program for a sum not to exceed \$179,867.13.
Account No.
09 25 4021 5777 C0021
09 26 4021 5777 C0021
09 25 4021 5777 C0318
09 26 4021 5777 C0318
09 25 4021 5777 C0440
09 26 4021 5777 C0440

3. TECHNICAL CORRECTION OF THE COMMON COUNCIL ACTION OF SEPTEMBER 12, 2023, ITEMS VII.E.2A & VII.E.2B TO ADD ACCOUNT NUMBER 09 26 4021 5777 C0021.

A. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with The Grasso Companies LLC. for Purchasing Project 4310, PM2023-5 Pavement Management Program, for a sum not to exceed \$6,331,657.50 with the option to extend this Agreement for two (2) additional teams of one (1) year.

Account No.

13 40 10 5796 APW10
09 22 4021 5777 C0021
09 23 4021 5777 C0021
09 24 4021 5777 C0021
09 24 4021 5777 C0503
03 00 00 2602
09 26 4021 5777 C0021

B. Authorize the Chief of Operations and Public Works to execute Orders on Contract with The Grasso Companies LLC. for Purchasing Project 4310, PM2023-5 Pavement Management Program, for a sum not to exceed \$633,165.75.

13 40 10 5796 APW10
09 22 4021 5777 C0021
09 23 4021 5777 C0021
09 24 4021 5777 C0021
09 24 4021 5777 C0503
03 00 00 2602
09 26 4021 5777 C0021

4. Authorize the Purchasing Agent to Authorize a purchase order to Freightliner of Hartford for one (1) M-2 Plow Truck, for a sum not to exceed \$255,726.80.

Account No. 09 26 4031 5777 C0313

5. Authorize the Purchasing Agent to Authorize a purchase order to The W.I. Clark Company for one (1) 2025 John Deere 85P Compact Excavator, for a sum not to exceed \$143,789.00.

Account No. 09 26 4031 5777 C0313

6. Authorize the Purchasing Agent to Authorize a purchase order to The W.I. Clark Company for one (1) 2025 John Deere 410P Backhoe Loader, for a sum not to exceed \$179,088.00.

Account No. 09 26 4031 5777 C0313

F. PUBLIC SAFETY AND GENERAL GOVERNMENT

1. Authorize the Mayor, Harry W. Rilling, to execute the June 2, 2025 letter from the Secretary of State accepting the gift of new ES&S voting scanners and tabulators from the State of Connecticut gifted to the City pursuant to Connecticut General

Statute Section 9-239(b).

2. Authorize the Purchasing Agent to issue a purchase order to ES&S for the purchase of Annual Hardware, Firmware License, Maintenance and Support Fees for the ES&S election equipment for an amount not to exceed \$20,675.00 for the first year.
Acct. No. 01-12-10-5741
3. Authorize the Mayor, Harry W. Rilling, to execute a Software License Agreement with EasyVote Solutions, Inc. for EasyPollWorker software, in an amount not to exceed \$4,900.00 for the first year.
Acct. No. 01-12-10-5741

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

COMMON COUNCIL CHAMBERS
AND VIA TELECONFERENCE

Mayor Rilling called the meeting to order at 7:30 p.m. and led the Assembly in reciting the Pledge of Allegiance.

I. ROLL CALL

Ms. Dixon called the Roll as follows:

Council at Large:	Mr. Gregory Burnett	Mr. Joshua Goldstein
	Mr. Johan Lopez	Ms. Niedzielski-Eichner
	Ms. Barbara Smyth	
District A:	Mr. Jalin Sead	
District B:	Mr. Dajuan Wiggins	Ms. Darlene Young
District C:	Ms. Nicole Eaddy	Ms. Anne Wennerstrand
District D:	Ms. Heather Dunn	Mr. Douglas W. Sutton
District E:	Ms. Lisa Shanahan	

At Roll Call there were thirteen (13) Common Council Members present and two (2) absent. A quorum was present.

Also present were Mayor, Harry Rilling; City Clerk, Irene Dixon and Corporation Counsel, Mario Coppola.

II. ACCEPTANCE OF MINUTES

A. May 13, 2025 Regular Meeting:

**** MR. SEAD MOVED THE MINUTES OF THE MAY 13, 2025 REGULAR MEETING
** THE MOTION TO ACCEPT THE MINUTES OF THE MAY 13, 2025 REGULAR
MEETING AS SUBMITTED PASSED UNANIMOUSLY.**

III. PUBLIC PARTICIPATION

Mr. Chris Dwyer came forward to address the Council. He said that he had addressed the Charter Revision Commission Public Hearing and had some general comments to make to the Council.

Mayor Rilling explained that the public can only comment on items that were listed on the meeting agenda. The Charter Revision Commission would be presenting at a future date and it will be noted on the agenda at that time.

Mr. Dwyer thanked Mayor Rilling for the information.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS -- None

B. MAYOR'S REMARKS

COMMON COUNCIL CHAMBERS
AND VIA TELECONFERENCE

Mayor Rilling said that both the Rowayton and Norwalk Memorial Day Parades were amazing. He noted that Mr. Dixon was the Grand Marshal.

Completion of the electrical upgrades at the Lockwood Mathews Mansion was recognized with a ribbon cutting earlier in the day. The Mansion pre-dates Newport, Rhode Island mansions. He said that the Mansion is up to code now. The Mansion hosts award winning exhibits. Both Ms. Patsy Brescia and Mr. Doug Hempstead were involved in the project.

There will be a nature walk at Cranbury Park on May 31st and give attendees a chance to learn more about the forest ecosystem from Ms. Sarah Cruz. It is open and free for all ages. Interested parties can sign up on the City's website pages.

Norwalk strives to be a welcoming environment including those with disabilities. He noted that the City had completed a number of ADA projects and was inviting residents to attend a meeting on June 3rd in the Community Room to share feedback.

The Pride Flag Raising will be held at City Hall on June 6th and there will also be a memorial for the Storming of Normandy in World War II. Mayor Rilling spoke briefly about knowing someone who was one of the soldiers who stormed the beaches there.

He welcomed the visitors from both the Police and Fire Departments who were present at the meeting.

III. PUBLIC PARTICIPATION CONT'D

Mayor Rilling was informed that there was a member of the public who had his online hand raised to speak. Mayor Rilling apologized and called Mr. Bonenfant to address the Council.

Mr. Bonenfant came forward to speak about the recent traffic enforcement devices. He said that he understood the concern about the poor drivers and safety concerns. He said that they need to consider other factors. They will be going after the owners of the vehicles, who may not be the driver involved with the speeding. There are many out of state plates in town from folks who want to avoid the car tax. That's just another reason to register the vehicle in another state. There are also a number of stolen or mismatched plates floating around, not to mention the temporary plates. Mr. Bonenfant said that it is easy to fake one. Some vehicles have dark, tinted license plate covers.

Mr. Bonenfant said that Suffolk County had learned that the administrative fees that they had tacked onto the fines were illegal because they were sued. Now they have to refund millions of dollars because of the court's decision. After 14 years of red light and speed cameras, they are discontinuing the programs because it became a bigger safety issue when drivers slammed on the brakes to avoid going through a yellow light or entered a speed zone.

**COMMON COUNCIL CHAMBERS
AND VIA TELECONFERENCE**

Ms. Kimberly Wilson of 121 Witch Lane came forward to speak about the Public Safety ordinances. She then read the following statement into the record:

“My name is Kim Wilson and I’ve lived in Norwalk Connecticut for 10 years with my husband Ryan and our two kids. Norwalk is a very special place to raise a family. We’ve always felt fortunate that our children can walk or bike to their friends house, grab an ice cream, head to school feels to play sports and have the freedom to safely explore their neighborhood. But that sense of safety was shattered a month ago when our dog, Jagger, was hit by a speeding car that was cutting through our streets. Just the night before, I had spoken to one of the fathers, whose son was involved in a hit-and-run accident on April 19th. I can’t even imagine the pain those families are going through but after these two heartbreaking events, I know we must do better for our community.

What we’re missing is accountability. speed limits are being treated as suggestions, not loss. Automated traffic enforcement is one tool that we can use to defer reckless driving And it does work. In New York city speed cameras led to a 94% drop in violations. And a 14% decrease in injuries. National studies show that these systems can reduce crashes by up to 49% and serious injuries by as much as 44%. And those are not just statistics. They mean safer streets for our kids our neighbors and everyone else in our city.

Over the past month, I have committed myself to mindful driving. And what does it mean to really mean to drive 25 miles an hour in a residential zone? I encourage anyone to try it because it takes conscious effort. You’ll find yourself braking more often just to stay within the limit. Cars are built just to go fast and it takes discipline to go slow. I have now driven past the scene of Jagger’s accident more than 100 times. I know in my heart that if the driver had obeyed the speed limit, Jagger might have just tempted fate, but he wouldn’t have met his. And as a friend recently shared with me she tells her children that you have to be able to drive in a way that gives you time to react. And at 40 mph in a 25 mile hour per zone, there is no time to react.

Several Connecticut towns, such as Stamford, New Haven, Milford, and Greenwich are already moving forward with this program. and while the grief of losing Jagger’s days with me, I find hope in the steps that Norwalk is taking to prioritize public safety. I want my children to continue to explore this wonderful city with confidence, not caution.

I’d like to publicly thank Norwalk’s leaders who are making our streets safer for pedestrians and cyclist. And I’m deeply appreciative of the support of my neighbors and friends and I urge the common counsel to pass this measure so that Norwalk can join others other thinking cities in Connecticut that are making safety a priority. Thank you.

Mayor Rilling asked if there was anyone else online who wished to address the Council at this time. Seeing no additional online hands raised, Mayor Rilling closed the Public Comment portion of the meeting.

**COMMON COUNCIL CHAMBERS
AND VIA TELECONFERENCE**

V. COUNCIL PRESIDENT

There will be a special meeting of the Common Council on Wednesday, June 4th at 6:00 for the Chair of the Charter Revision Commission to present the recommendations of the Charter Revision Commission to the Common Council.

A. RESIGNATIONS AND APPOINTMENTS

There were no resignations or appointments.

B. CONSENT CALENDAR

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

VII. COMMON COUNCIL COMMITTEES

Mr. Wiggins read the Consent Calendar into the record:

A. ORDINANCE

2. Approve new ordinance: Issuance of Citations; Hearing Procedure

B. RECREATION, PARKS AND CULTURAL AFFAIRS

1. Authorize the purchasing agent to enter a sole source Purchase Order for an amount not to exceed \$125,000 for PlanIT Geo from account #38 0000 5790 G0058.

C. COMMUNITY SERVICES

1. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary with The Open Door Shelter (dba Open Doors) located at 4 Merritt Street Norwalk, CT 06854 in the amount of \$92,000.00 to provide shelter services for persons experiencing homelessness for Norwalk residents. Beginning June 1, 2025 to May 30, 2026. Account#012010-5A0620.

2. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary To extend the term of the Eagles parking lease for a period of 1 year commencing on July 1, 2025, and ending on June 20, 2026, on the same terms and conditions as the initial two-year term. Account Number 016200-5265.

E. FINANCE AND CLAIMS

1. Authorize the Mayor, Harry W. Rilling, to enter into a five (5)-year purchase agreement with Milliman, Inc. for actuarial consulting services. The annual amount shall not exceed \$72,875, with a total amount not to exceed \$322,500. Account Number 019530-5258

**** THE MOTION PASSED UNANIMOUSLY.**

COMMON COUNCIL CHAMBERS
AND VIA TELECONFERENCE

A. ORDINANCE

1. Approve new ordinance: Use of Automated Traffic Enforcement Safety Devices

Mr. Travers, Director of Transportation, Mobility and Parking, came forward to speak about safer streets for some time. He said that his Department has been working with the Ordinance Committee to create safer streets. He thanked them for creating the Complete Streets legislation but that is just the first step. Mr. Travers explained that he has been advocating for safe streets for about 20 years and also advocated for automated enforcement in Hartford countless times.

The municipalities that have adopted speed enforcement cameras has seen a decrease in violators resulting in safer streets. It curbs behavior because it sends a message about what the City prioritizes.

Those who have out of state plates will receive a violation notice the same way they would receive a parking ticket notice for all 50 states. Vehicle owners are responsible for the use of the vehicle.

He explained that the citation does not put points on the vehicle's owner license. He said that the Police do an incredible job but they can't be everywhere all the time. Once this resolution passes, they have to create a plan. TMP will be suggesting which streets will be used but the State will be the one that makes the final selection. The State will not put more than 2 streets in any census tracts.

Mr. Travers was asked if there was the possibility to appeal the citation. He said that there was a multi-phase appeal process which is similar to a parking ticket.

Ms. Niedzielski-Eichner asked about the provisions of State law regarding personal data. Mr. Travers reviewed the process and noted that the agency would be an outside group and the server would not be a City server.

Ms. Niedzielski-Eichner pointed out that there were promises made to individuals on a Federal level about privacy and those promises are being violated. Mr. Travers said that this would be a legal process and if the consultant or company violates the DOT standards, then legal measures would be taken.

Ms. Niedzielski-Eichner asked if the City would be able to audit the data. Mr. Travers said that he did not know what the City would do other than looking at the server.

Mr. Lopez also had a technical questions about violations. Mr. Travers said that they would have to discuss how long they would want to retain the list of violations before deleting them.

Mr. Wiggins asked how they would handle a violation with the rental. Mr. Travers gave a brief overview of the fine process which would be handled through the rental car company.

COMMON COUNCIL CHAMBERS
AND VIA TELECONFERENCE

Several Council Members spoke about their support for this proposal.

Ms. Smyth asked Police Chief Walsh if he wished to add anything to this discussion. He said that speeding and aggressive driving was increasing. The Department is not able to keep up with all of the complaints that are coming in. He felt this would definitely be a benefit for the City.

Ms. Smyth said that she supports this whole heartedly.

Mr. Burnett asked if any of the information would be used for infrastructure. Mr. Travers said that the top issue is speeding. He mentioned a young child who was struck on Wilson Avenue recently. The revenue that is captured from the violations will go back into the Traffic Safety such as sidewalk, ADA ramps and other improvements.

Mr. Travers said that he had been on Lexington checking on a new sidewalk earlier where the mother of a child with a handicap. The child will now have better access to the outside.

Mr. Goldstein said that the placement of the cameras would be deliberate and not disparate.

Mr. Travers said that it was not the intent of the program to capture revenue but to provide safer streets by curbing behavior.

Ms. Niedzielski-Eichner said that she would be voting no because she was concerned about what is happening on a Federal level and with immigration. She said that she was not comfortable with generating data and protecting its use. This is not. Protecting the privacy of the residents is extremely important.

Mayor Rilling announced a roll call vote. [48:18]

**** THE MOTION TO APPROVE NEW ORDINANCE: USE OF AUTOMATED TRAFFIC ENFORCEMENT SAFETY DEVICES PASSED WITH NINE (9) IN FAVOR (BURNETT, GOLDSTEIN, LOPEZ, SMYTH, SEAD, YOUNG, EADDY, WENNERSTRAND AND SHANAHAN), TWO (2) OPPOSED (NIEDZIELSKY-EICHNER AND WIGGINS) AND ONE (1) ABSTENTION (SUTTON). [50:07]**

D. PUBLIC SAFETY AND GENERAL GOVERNMENT

1. APPROVAL OF AND VOTE ON COLLECTIVE BARGAINING AGREEMENTS — EXECUTIVE SESSION

2. APPROVAL OF AND VOTE ON ORDINANCE SALARY SCHEDULE ADJUSTMENTS — EXECUTIVE SESSION

Ms. Young recused herself and left the meeting. .

COMMON COUNCIL CHAMBERS
AND VIA TELECONFERENCE

**** MR. SEAD MOVED TO ENTER INTO THE EXECUTIVE SESSION REGARDING THE FOLLOWING ITEMS:**

1. APPROVAL OF AND VOTE ON COLLECTIVE BARGAINING AGREEMENTS

**2. APPROVAL OF AND VOTE ON ORDINANCE SALARY SCHEDULE
ADJUSTMENTS**

**** THE MOTION PASSED UNANIMOUSLY.**

The Council Members and the Corporation Counsel entered in to Executive Session at 8:21 P.M.. to discuss pending contracts. They returned to Public Session at 8:46 p.m. No actions were taken or motions made during Executive Session.

**** MR. SEAD MOVED APPROVAL OF COLLECTIVE BARGAINING AGREEMENTS.**

Mr. Sead thanked the Mayor, Atty. Coppola and Mr. Livingston for all the work that went into this agreement. He also thanked the City Hall staff along with the Police Department and Fire Department.

**** THE MOTION PASSED UNANIMOUSLY.**

The Mayor said that if the Council could give the staff, the Police and Fire all they deserved, but that's just not possible. He thanked them for keeping everyone safe.

**** MR. SEAD MOVED APPROVAL OF THE ORDINANCE SALARY SCHEDULE
ADJUSTMENTS.**

Mr. Sead thanked all that worked on this ordinance to make it equal for the salaried employees which will help in retaining employees.

**** THE MOTION PASSED UNANIMOUSLY.**

The Mayor said that when people realize how well the City of Norwalk runs, it is because of the staff that come and do their job every day with passion. He thanked everyone again.

VIII. SUSPENSION OF RULES

There were no suspensions of the rules to consider at this time.

IX. ADJOURNMENT

**** MS. SHANAHAN MOVED TO ADJOURN.**

**COMMON COUNCIL CHAMBERS
AND VIA TELECONFERENCE**

**** MOTION PASSED UNANIMOUSLY.**

There was no further discussion, and the meeting was unanimously adjourned at 8:50 p.m.

ATTEST: _____
Irene Dixon, City Clerk



Office of Building Management
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: MEMBERS OF LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: NEIL RENNIE, PROPERTY MANAGER

DATE: MAY 27, 2025

RE: SECURITY GUARD SERVICES AT NORWALK CITY HALL, HEALTH DEPARTMENT & PUBLIC LIBRARIES

On April 7, 2025 the City's Purchasing Department solicited proposals for security guard services at Norwalk City Hall, Norwalk Health Department and the Norwalk Public Libraries. The City received proposals from seven (7) contractors interested in providing security guard services. They were:

- | | |
|---|----------------------------|
| -Allied Universal Security Services | -Orion Protective Services |
| -Aron Security Inc., DBA Arrow Security | - Prosegur |
| -Century Protective Services | -Strategic Security Corp. |
| -Emek Security | |

The Selection Committee comprised of JoAnn Acquarulo-Building Management, Neil Rennie-Property Manager Guardian Services, and Sherelle Harris-Norwalk Public Libraries which reviewed the submissions.

Each member of the Review Committee was requested to rate each proposal based on criteria that was outlined in the City's RFP. The objective of the rating was to create a short list of submissions and examine each submission more fully.

The Review Committee selected three (3) proposals for the short list. These firms were: Aron Security Inc., DBA Arrow Security, Century Protective Services, and Orion Protective Services.

Each of the firms were interviewed by the Review Committee members. Based on the information provided in the interview and the original proposal submitted, the Review Committee rated the three (3) short-listed firms and recommends Aron Security Inc., DBA Arrow Security as the most qualified firm to provide security at the City locations.

Under the base contract, security guard coverage for City Hall is from 8am to 4pm and 4pm to Midnight, Monday through Friday; and security coverage on the weekends and/ or holidays is based on the events and activities scheduled.

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute an agreement with Aron Security Inc., DBA Arrow Security to provide security services at City Hall, Health Department and the Libraries:

City Hall base contract for a daytime security guard and a nighttime security guard FY 2025 - 26 shall not exceed \$106,572; FY 2026 - 27 \$112,570; FY 2027 – 28 \$118,525; with two (2) one-year options for 2028 - 29 and 2029 - 30, Acct. #014075-5266.

Norwalk Health Department base contract for a daytime security guard FY 2025 - 26 shall not exceed \$53,286; FY 2026 - 27 \$56,285; FY 2027 – 28 \$59,263; with two (2) one-year options for 2028 - 29 and 2029 - 30, Acct. #012012-5266.

Libraries base contract for a daytime security guard and an evening security guard FY 2025 - 26 shall not exceed \$138,319; FY 2026 - 27 \$146,104; FY 2027 – 28 \$153,833; with two (2) one-year options for 2028 - 29 and 2029 - 30, Acct. #016200-5296.



CITY OF NORWALK
Alan Lo, Buildings and Facilities Manager
alo@norwalkct.gov P: 203-854-7877
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO : LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDING & FACILITIES MANAGER

RE: **BRIEN MCMAHON, SILVERMINE AND NARAMAKE
HVAC/IAQ GRANT PROJECTS – APPROVE GMP**

DATE: MAY 28, 2025

In 2022, the State created a state-wide school district HVAC/IAQ (Heating Ventilation and Air Conditioning – Indoor Air Quality) improvement program with approx. \$350 million in funds. Typically, facility repairs and replacement work are not eligible for reimbursement by the State. This program, however, offers an opportunity for towns and cities to receive State reimbursement at their normal reimbursement rate. With the recent State Special Legislative action, the current reimbursement rate for Norwalk is 60%.

In December of 2023, the City submitted 6 projects to the State for the second round of HVAC improvement program. These HVAC projects included Brien McMahon, Brookside, Marvin, Silvermine, Naramake and Rowayton schools. The estimated total cost is approximately \$36 million and the City, through Special Capital Budget Appropriation process, approved the City's share as follows:

School Name	Project Budget	City Share at 40%
Brien McMahon High School	\$8,302,296	\$3,320,918
Brookside Elementary School	\$3,327,252	\$1,330,900
Marvin Elementary School	\$4,125,212	\$1,650,085
Silvermine Elementary School	\$3,025,516	\$1,210,206
Rowayton Elementary School	\$10,658,618	\$4,263,447
Naramake Elementary School	\$6,461,876	\$2,584,750

As we retained the engineering firms, proceeded through various design phases and developed project schedules, we realized that the total volume of work, hazardous material remediation and mechanical equipment procurement schedule will require both summer of 2025 and 2026 to implement these projects. Additionally, some of the projects will require second shift work during the school year in order for timely completion. The State's project completion deadline was

December 2025, and we have since requested and have received approval to extend the completion date to December of 2026.

As the scope for each project differs from each other, we find that since Brookside School currently has rooftop equipment that has exceeded their useful life, the replacement of the existing rooftop equipment is less complex, and we were able to expedite this project for 2025 summer installation separate from the other five HVAC projects. Because of the complexity of the other projects, the City has retained Newfield Construction as our Construction Manager (CM) to implement these other projects.

With the completion of the design, Newfield Construction in conjunction with City's Purchasing Department, issued trade contractors' bid for all five projects. At the present time, there is a high demand for mechanical contractors who specialize in municipal construction projects. Newfield Construction has made a great deal of effort to recruit mechanical bidders for these projects; however, they were only able to secure one bidder for four of the five projects. Given our project time constraints for these projects to begin construction this summer, our needs to carry a number of allowances to cover unknown conditions and limited bid interest, the bid results are substantially higher than our professional conceptual budgets which were developed back in the fall of 2023. With regard to Rowayton School, we were able to incorporate some minor adjustments of the bid scope and submitted a Guaranteed Maximum Price (GMP) to the Common Council which was approved on May 13, 2025.

With regards to Brien McMahon, Silvermine and Naramake, it was determined that the City has the ability to negotiate with the one bidder who submitted a proposal. Newfield Construction conducted a scope review with this bidder and together with the design engineers and Board of Education facility staff, the project scope was modified to only include what was absolutely needed while leaving less priority items for a future endeavor. Our priority items include all necessary electrical upgrades to support new air conditioning equipment and building energy management system for all new equipment. Below are summaries of our recommendation and negotiated pricing which are incorporated into the Newfield Construction GMP. Please note that for Marvin School, the entire project needs to be "re-scoped" and rebid in the fall of 2025 in order for construction to take place during the summer of 2026. It is likely that additional funds will be required for the Marvin School project.

Brien McMahon High School

Total project budget is \$8,302,296. The trade costs received plus CM soft costs (CM contingency, CM fees, General Conditions, bonds and insurance) and City's soft costs (owner contingency, design services, Commissioning, Program Management fees, etc.) total \$10,833,417. Through the "re-scoping" process, we needed to eliminate the building tunnels work and air conditioning initially intended for the athletic wing auxiliary spaces. The revised project will include the replacement of the ageing water cooled chiller plant to an outdoor air-cooled plant with redundancy as initially intended. The new chillers will be located by the loading dock. New air conditioning for the main gymnasium will be included in the revised plan. Attached is the proposed GMP including the revised scope and cost breakdown. Also attached is a budget summary including GMP, project soft costs and funding source.

ACTION REQUESTED:

- a. **Authorize the Mayor, Harry W. Rilling, to execute a Guaranteed Maximum Price (GMP) amendment to the Newfield Construction Group, LLC's contract for the Brien McMahon High School HVAC/IAQ Grant Improvement Project (State Project #103-002HVACN) for a total amount not to exceed \$8,352,277.**

Total trade costs - \$7,771,540.00

CM Fees (2.20%) - \$179,794.61

CM Contingency (1.85%) - \$143,773.49

General Conditions - \$437,168.75

Acct # 09245010 5777 C0839 (City Share)

09245010 5799 C0839 (State Share)

09025010 5777 C0658 (BMHS/CGS IAQ-\$18,595)

09215010 5777 C0658 (BMHS/CGS Cooling Plant- \$100,000)

09245010 5777 C0688 (BMHS/CGS Cooling Plant -\$100,000)

09205010 5777 C0610 (Facility Master Plan - \$148,613.03)

09175010 5777 C0585 (Facility Master Plan - \$337,766.38)

- b. **Authorize Owner Contingency Allowance for change orders to the GMP for a total not to exceed \$167,045.54.**

Acct.# 09245010 5777 C0839 (City Share)

09245010 5799 C0839 (State Share)

09205010 5777 C0618 (Facility Master Plan)

09175010 5777 C0585 (Facility Master Plan)

Silvermine School

The total project budget for Silvermine is \$3,025,516. The trade costs received plus CM soft costs (CM contingency, CM fees, General Conditions, bonds and insurance) and City's soft costs (owner contingency, design services, Commissioning, Program Management fees, etc.) total \$5,244,295. Through the "re-scoping" process, we eliminated the Building Management System to control existing old building mechanical equipment and new ventilation system for the gymnasium. The revised project will include the installation of new air conditioning for the gymnasium while continuing to use the existing ventilation system, renovating the boiler room with all new equipment, hazardous material abatement and chimney improvements. A new Building Management System will be installed to include the new gym air conditioning and boiler room equipment. Attached is the proposed GMP including the revised scope and cost breakdown. Also attached is a budget summary including GMP, project soft costs and funding source.

ACTION REQUESTED:

- a. **Authorize the Mayor, Harry W. Rilling, to execute a Guaranteed Maximum Price (GMP) amendment to the Newfield Construction Group, LLC's contract for the Silvermine School HVAC/IAQ Grant Improvement Project (State Project #103-006HVACN) for a total amount not to exceed \$2,133,205.**

**Total trade costs - \$1,794,000
CM Fees (2.20%) - \$45,920
CM Contingency (1.85%) - \$33,189
General Conditions - \$225,966**

**Acct. # 09245010 5777 C0842 (City Share)
09245010 5799 C0842 (State Share)**

- b. **Authorize Owner Contingency Allowance for change orders to the GMP for a total not to exceed \$101,371.**

**Acct.# 09245010 5777 C0842 (City Share)
09245010 5799 C0842 (State Share)**

Naramake School

The total project budget is \$6,461,876. The trade costs received plus CM soft costs (CM contingency, CM fees, General Conditions, bonds and insurance) and City's soft costs (owner contingency, design services, Commissioning, Program Management fees, etc.) total \$9,640,069. The "re-scoping" process eliminated the need to tie in the new Building Management System to control existing old building mechanical equipment, air conditioning for the gymnasium and new ventilation system for the entire building since the existing system was effective. The revised project will include the installation of new building electrical service, new air conditioning for the entire school except the gymnasium and new Building Management System for the new air conditioning and boilers with related pumps. Attached is the proposed GMP including the revised scope and cost breakdown. Also attached is a budget summary including GMP, project soft costs and funding source. It is important to note that there is a shortfall of \$236,416.03 in funding for this project. In order to maintain an efficient project schedule and begin work this summer, I am recommending to provide interim funding from the School Facility Master Plan account while I proceed with Special Appropriation to reduce excess funding from the Brookside School HVAC/IAQ Grant project account in the amount of \$800,000 of which 40% (\$320,000) is City share and 60% (\$480,000) is State share. The City share funds will be allocated to Naramake School project.

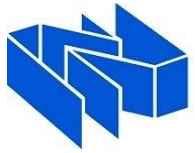
ACTION REQUESTED:

- a. **Authorize the Mayor, Harry W. Rilling, to execute a Guaranteed Maximum Price (GMP) amendment to the Newfield Construction Group, LLC's contract for the Naramake School HVAC/IAQ Grant Improvement Project (State Project #103-003HVACN) for a total amount not to exceed \$6,076,633.**

**Total trade costs - \$5,489,967
CM Fees (2.20%) - \$130,808
CM Contingency (1.85%) - \$101,564
General Conditions - \$504,294**

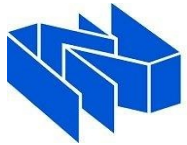
**Acct. # 09245010 5777 C0844 (City Share)
09245010 5799 C0844 (State Share)
09175010 5777 C0585 (Facility Master Plan)**

- b. **Authorize Owner Contingency Allowance for change orders to the GMP for a total not to exceed \$121,532 (2%)
Acct. # 09245010 5777 C0844 (City Share)
09245010 5799 C0844 (State Share)
09175010 5777 C0585 (Facility Master Plan)**



BRIEN MCMAHON				
Bid Package	Trade		Projected Trade Contractor	Bid Amounts No Alternates
06	Prime Contractor		Ferguson Mechanical Company, Inc.	\$ 9,492,000.00
	Scope Reductions:		Delete Existing Conditions Allowances 1,2,4,5,6,7	\$ (61,110.00)
			Delete Tunnel Work and Ground Ventilators	\$ (253,000.00)
			Delete AHU's 6, 8, 9,11	\$ (1,403,850.00)
			Delete Project Sign	\$ (2,500.00)
			Reduce Control Work Provide for New Equipment Only	in above
			Gym AHU's 7	in above
			Total Trade Bids	\$ 7,771,540.00
CM CONTINGENCY		1.85%		\$ 143,773.49
GL INSURANCE		8.2/1000		\$ 71,077.59
PERMIT FEE			State Education Fee Only and City Building Permit	in trade costs
			Delete Permit Trade Cost	\$ (180,000.00)
CM GENERAL CONDITIONS		attached cost		\$ 309,304.00
PRECON FEE				in owner's soft cost
CM BOND		6.9/1000		\$ 56,787.16
CM FEE		2.20%		\$ 179,794.61
			Gauranteed Maximun Price (GMP)	\$ 8,352,276.84
			Softcosts:	
			Design	\$ 315,200.00
			OPM	\$ 92,809.00
			CM Precon	\$ 19,939.00
			Owner Contingency 2.0%	\$ 167,045.54
			Special Inspections and Testing	\$ 10,000.00
			Commissioning	\$ 50,000.00
			Project Costs	\$ 9,007,270.38
			Budget	\$ 8,302,296.00
				\$ (704,974.38)

Bid Package	Trade		90% CD Estimate	Projected Trade Contractor	Bid Amount	Delta Bid v 90% CD Estimate	Notes
#REF!	#REF!		#REF!	#REF!	#REF!	#REF!	
6	#REF!		#REF!	#REF!	#REF!	#REF!	
9.1	#REF!		#REF!	#REF!	#REF!	#REF!	
9.2	#REF!		#REF!	#REF!	#REF!	#REF!	
9.3	#REF!		#REF!	#REF!	#REF!	#REF!	
21	#REF!		#REF!	#REF!	#REF!	#REF!	
#REF!	#REF!		#REF!	#REF!	670,000	#REF!	Combo Bid Award BP 22 & 23
#REF!	#REF!		#REF!	#REF!	#REF!	#REF!	Combo Bid Award BP 22 & 23
#REF!	#REF!		#REF!	#REF!	#REF!	#REF!	
#REF!	#REF!		#REF!	#REF!	#REF!	#REF!	
32	Landscaping (set-aside)		#REF!	EDI Landscaping	96,782	#REF!	
VE	Value Engineering				(562,855)		
	Estimated Trade Costs		#REF!	Total Trade Costs	#REF!	#REF!	
	ESTIMATE CONTINGENCY	#REF!	in trades		in trades		
	ESCALATION	#REF!	in trades		in trades		
	CM CONTINGENCY	1.9%	#REF!		#REF!	#REF!	
	GL INSURANCE	0.50%	#REF!		#REF!	#REF!	
	PERMIT FEE	#REF!	waived		waived		
	CM GENERAL CONDITIONS		1,238,950		1,249,350	(10,400)	Add Rock Quantity Field Engineering Crew
	PRECON FEE		in soft costs		in soft costs		
	CM BOND	#REF!	#REF!		#REF!	#REF!	
	CM FEE	#REF!	#REF!		#REF!	#REF!	
	Estimated Trade Costs		#REF!	PROJECTED GMP	#REF!	#REF!	#REF!



SILVERMINE

Bid Package	Trade	Projected Trade Contractor	Bid Amounts No Alternates	Notes
02	HazMat and Selective Demolition	To Be Rebid (allowance)	\$ 100,000.00	
06	Prime Contractor	Ferguson Mechanical Company, Inc.	\$ 1,759,000.00	Scope includes Gym VRF System and Boiler Room Rebuild
	Scope Reductions:	Delete Existing Conditions Allowances 1,2,4,5,6	deleted	Value deleted (\$64,710)
		Delete Gym DOAS System and New Ductwork	deleted	Value deleted (\$1,598,790)
		Delete Project Sign	deleted	Value deleted (\$2,500)
		equipment, provide for New Equipment Only	deleted	Value deleted (\$567,000)
		Delete Permit	\$ (65,000.00)	
		Total Trade Bids	\$ 1,794,000.00	Total Value of Deleted Scope (\$2,233,000)
CM CONTINGENCY 1.85%			\$ 33,189.00	
GL INSURANCE 8.4/1000			\$ 17,385.27	
PERMIT FEE		State Education Fee Only and City Building Permit	waived	cost of building permit deleted from trade contractor bid, city to waive permit fee.
CM GENERAL CONDITIONS (see attached)			\$ 225,966.00	reduced staffing due to limited scope of work, projected
PRECON FEE			in owner's soft cost	
CM BOND 7.9/1000			\$ 16,744.37	
CM FEE 2.20%			\$ 45,920.26	
		Guaranteed Maximun Price (GMP)	\$ 2,133,204.90	
		Softcosts:		
		Design	\$ 231,670.00	
		OPM	\$ 33,288.00	
		CM Precon	\$ 7,015.00	
		Owner Contingency 5.0%	\$ 106,660.25	
		Boiler Puchase	\$ 62,225.00	
		Special Inspections and Testing	\$ 10,000.00	
		Commissioning	\$ 40,000.00	
		Project Costs	\$ 2,624,063.15	
		Budget \$ 3,025,516.00		
		Projected budget remaining \$ 401,452.85		

Bid Package	Trade		90% CD Estimate	Projected Trade Contractor	Bid Amount	Delta Bid v 90% CD Estimate	Notes
#REF!	#REF!		#REF!	#REF!	#REF!	#REF!	
6	#REF!		#REF!	#REF!	#REF!	#REF!	
9.1	#REF!		#REF!	#REF!	#REF!	#REF!	
9.2	#REF!		#REF!	#REF!	#REF!	#REF!	
9.3	#REF!		#REF!	#REF!	#REF!	#REF!	
21	#REF!		#REF!	#REF!	#REF!	#REF!	
#REF!	#REF!		#REF!	#REF!	670,000	#REF!	Combo Bid Award BP 22 & 23
#REF!	#REF!		#REF!	#REF!	#REF!	#REF!	Combo Bid Award BP 22 & 23
#REF!	#REF!		#REF!	#REF!	#REF!	#REF!	
#REF!	#REF!		#REF!	#REF!	#REF!	#REF!	
32	Landscaping (set-aside)		#REF!	EDI Landscaping	96,782	#REF!	
VE	Value Engineering				(562,855)		
	Estimated Trade Costs		#REF!	Total Trade Costs		#REF!	#REF!
	ESTIMATE CONTINGENCY	#REF!	in trades		in trades		
	ESCALATION	#REF!	in trades		in trades		
	CM CONTINGENCY	1.9%	#REF!		#REF!	#REF!	
	GL INSURANCE	0.50%	#REF!		#REF!	#REF!	
	PERMIT FEE	#REF!	waived		waived		
	CM GENERAL CONDITIONS		1,238,950		1,249,350	(10,400)	Add Rock Quantity Field Engineering Crew
	PRECON FEE		in soft costs		in soft costs		
	CM BOND	#REF!	#REF!		#REF!	#REF!	
	CM FEE	#REF!	#REF!		#REF!	#REF!	
	Estimated Trade Costs		#REF!	PROJECTED GMP		#REF!	#REF!

Naramake				
Bid Package	Trade		Projected Trade Contractor	Bid Amounts No Alternates
02	HazMat and Selective Demolition		American Enviromental, Inc	\$ 196,800.00
			Reduce HazMat per reductions below	\$ (146,800.00)
06	Prime Contractor		Ferguson Mechanical Company, Inc.	\$ 8,327,000.00
	Scope Reductions:		Delete Existing Conditions Allowances 1,2,4,5,6	\$ (302,100.00)
			Delete Beam Opening Allowance 12	\$ (50,000.00)
			Delete Gym RTU System	\$ (2,438,000.00)
			Delete New DOAS System and New Ductwork	in above
			Reduce Control Work Provide for New Equipment Only	in above
			Delete Project Sign	\$ (2,500.00)
			Pre-Balance and Final Balancing	\$ 35,000.00
			Clean Existing Ventilation and Exhaust Duct	\$ 80,000.00
			Reduce Ceiling Allowance to 300,000	\$ (209,433.00)
			Total Trade Bids	\$ 5,489,967.00
	CM CONTINGENCY	1.85%		\$ 101,564.39
	GL INSURANCE	8.2/1000		\$ 51,892.13
	PERMIT FEE		State Education Fee Only and City Building Permit	in trade costs
			Delete Permit Trade Cost	\$ (150,000.00)
	CM GENERAL CONDITIONS	(see attached)		\$ 409,103.00
	PRECON FEE			in owner's soft cost
	CM BOND	7.0/1000		\$ 43,298.69
	CM FEE	2.20%		\$ 130,808.15
			Guaranteed Maximun Price (GMP)	\$ 6,076,633.36
			Softcosts:	
			Design	\$ 360,000.00
			OPM	\$ 71,097.00
			CM Precon	\$ 14,029.00
			Owner Contingency 2.0%	\$ 121,532.67
			Boiler Puchase	n/a
			Special Inspections and Testing	n/a
			Commissioning	\$ 55,000.00
			Project Costs	\$ 6,698,292.03
			Budget	\$ 6,461,876.00
				\$ (236,416.03)

Bid Package	Trade		90% CD Estimate	Projected Trade Contractor	Bid Amount	Delta Bid v 90% CD Estimate	Notes
#REF!	#REF!		#REF!	#REF!	#REF!	#REF!	
6	#REF!		#REF!	#REF!	#REF!	#REF!	
9.1	#REF!		#REF!	#REF!	#REF!	#REF!	
9.2	#REF!		#REF!	#REF!	#REF!	#REF!	
9.3	#REF!		#REF!	#REF!	#REF!	#REF!	
21	#REF!		#REF!	#REF!	#REF!	#REF!	
#REF!	#REF!		#REF!	#REF!	670,000	#REF!	Combo Bid Award BP 22 & 23
#REF!	#REF!		#REF!	#REF!	#REF!	#REF!	Combo Bid Award BP 22 & 23
#REF!	#REF!		#REF!	#REF!	#REF!	#REF!	
#REF!	#REF!		#REF!	#REF!	#REF!	#REF!	
32	Landscaping (set-aside)		#REF!	EDI Landscaping	96,782	#REF!	
VE	Value Engineering				(562,855)		
	Estimated Trade Costs		#REF!	Total Trade Costs	#REF!	#REF!	
	ESTIMATE CONTINGENCY	#REF!	in trades		in trades		
	ESCALATION	#REF!	in trades		in trades		
	CM CONTINGENCY	1.9%	#REF!		#REF!	#REF!	
	GL INSURANCE	0.50%	#REF!		#REF!	#REF!	
	PERMIT FEE	#REF!	waived		waived		
	CM GENERAL CONDITIONS		1,238,950		1,249,350	(10,400)	Add Rock Quantity Field Engineering Crew
	PRECON FEE		in soft costs		in soft costs		
	CM BOND	#REF!	#REF!		#REF!	#REF!	
	CM FEE	#REF!	#REF!		#REF!	#REF!	
	Estimated Trade Costs		#REF!	PROJECTED GMP	#REF!	#REF!	#REF!

Permit



City of Norwalk Online
125 East Ave.
Norwalk, CT 06851

PHONE:(203) 854-7806
EMAIL:
recregistrationsupport@norwalkct.gov

Permit # R2523
Status Tentative
Date May 8, 2025 9:43 AM
Expiration Date Jun 7, 2025

Customer Name	Susan Brown Gordon - 8809	Home Phone Number	(518) 852-6478
Customer Type	General Public	Cell Phone Number	(518) 852-6478
Mailing Address	26 Yew Street Norwalk, CT 06850	Email Address	Suebg.art@gmail.com
System User	Internet User		

Rental Fee	\$1,500.00
Discounts	\$0.00
Subtotal	\$1,500.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$1,500.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$1,500.00

Norwalk Arts Festival

1 resource(s) 2 booking(s) Subtotal: \$1,500.00

Event Notes:
-Permitting contingent on Recreation & Parks committee approval on May 14th and Common Council approval.
-\$1,000,000 liability insurance naming City of Norwalk as additional insured required for final permit.
-Special Event permit process started and must be finalized before event.

[Booking Summary](#)

Mathews Park (Event)		Center: Mathews Park	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sat, Jun 21, 2025 8:00 AM	Sat, Jun 21, 2025 8:00 PM	400	\$0.00
Sun, Jun 22, 2025 8:00 AM	Sun, Jun 22, 2025 8:00 PM	400	\$0.00
Resource level fees			\$1,500.00

Custom Questions	
QUESTION	ANSWER
*Will you require lights? (Fields only)	No
Are you a Non-Profit or 501C3?	Yes
Are you requesting a tent? Any tent 10x10 or larger needs approval and permit from Code Enforcement Dept.	No
Are you using a food truck?	No
Are you using the pavilion? (Cranbury, Calf Pasture & Fodor Farm sites only)	No

Do you plan on serving alcohol at your event? (No glass or glass bottles allowed at City parks)	No
If so, how many (Up to 2 allowed. Food Trucks not allowed at beach)	0
Is there a 2nd date in mind or a rain date or location?	no
Number of people attending? (For the groups at the Cranbury Pavilion I, groups of over 70 are required to rent a portajohn)	250-499 per day
What is the setup time?	6:30 am
What type of event?	Arts Festival
What will you be bringing onto the site? (No helium balloons, confetti or drones allowed on City property)	art and crafts
Will the group be going into the water? (Beach permits only)	No
Will the public be invited to the event?	Yes
Will there be music? No amplified music at the beach.	Yes
Will you be bringing a grill? (Not allowed on grass, propane only)	No
Will you be having portable restrooms?	Yes
Will you be selling food, beverages, goods or wares?	No
Will you be using any inflatables? (Bounce houses, climb on and slides strictly prohibited)	No
Will you be using display advertising?	No
Will you be using temporary electrical resources?	No
Will you have a catering tent? (Gallaher Mansion site only)	No
Will you have over 200 guests- if so police officer will be required.	Yes
Will you need the Showmobile? (Calf Pasture only)	No
Will you solicit contributions at your event?	No

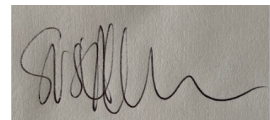
Waivers and Information

WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
Facility- Facility Rental Event Application Form	Jun 21, 2025	Susan Brown Gordon	Waiver Signed by: Susan Brown Gordon on May 8, 2025

City of Norwalk Recreation & Parks Department Facility Rental Event Application Form

This Contract is further subject to the following covenants and agreements:

- 1.Renter is responsible to ensure that no accumulation of debris or waste or unsafe or hazardous condition is allowed on the premises; that the premises are at all times kept in a safe and clean condition; and that no damage to or destruction of property or the premises itself and its surrounding grounds, roadways and driveways occurs.
 - 2.Dogs are strictly prohibited at all beaches, school grounds and parks except Taylor Farm and parts of Cranbury Park. This rule applies to all beaches at all times. Violation of this rule will result in issuance of a \$100 fine.
 - 3.The City of Norwalk is not responsible for damage to or loss of Renter's property or that of Renter's licensees, invitees, agents and guests. Renter assumes all risks of damage and loss of its personal property. 4.The Renter may bring the following in or onto the Premises: *Any tent (structure) 10 X 10 Feet or larger, including but not limited to; additional electrical lighting equipment, which requires a separate permit from the Code Enforcement Department. It is the Renter's responsibility to obtain this permit from Code Enforcement, Room 121 at Norwalk City Hall *Dunking tanks and other forms of entertainment rentals must be preapproved prior to presenting to the Recreation & Parks subcommittee meeting. At no time will bounce houses be allowed on any city owned properties. Use of such rentals without approval may jeopardize future rental for the person/persons. Any and all rentals, machines, novelties will require a separate Insurance Certificate, which must be obtained prior to the event *No other furniture, structures; machinery or other equipment shall be brought in or onto the premises without the prior written approval of the City of Norwalk, by the Director of Recreation and Parks *Open fires are strictly prohibited from all our indoor facilities, tented areas, under pavilions, or on the Great Lawn in Cranbury Park. Items include candles, sparklers, tiki torches, fire pits, etc. Open wood burning grills are prohibited from being used at any City owned property, unless a separate permit is obtained from the Fire Marshall. Propane grills are allowed however they may not exceed 60" in length*Recreation & Parks strictly prohibits the use of personal or commercial drones at any of the City of Norwalk's properties where private events are taking place. If such usage is reported, appropriate action will be taken immediately and violators will risk disqualification from all future rentals 5.HOLD HARMLESS: Additionally, Renter agrees to indemnify, defend and save harmless the City of Norwalk, it's employees, agents and officials, from and against any and all claims, demands, suits proceedings, liabilities, judgments, financial losses, costs or damages, including attorneys' fees and court costs, on account of bodily injury or death, damage or destruction to property or other financial losses, costs and expenses, of any nature and to any extent which may arise out of or be related in any way to the actions or omissions of the Renter, his or her employees, agents, servants, guests, invitees, or licensees, in connection with Renter's use of the Premises hereunder whether arising directly or indirectly there from. The provisions of this section shall survive the expiration or early termination of this Agreement and shall not be limited in any way by reason of any insurance coverage.
 - 6.Renter hereby releases the City of Norwalk, its agents, officers and employees from and against any and all claims it may have at any time arising out of the condition of the Premises or any fixtures or installations thereon7.ALL POLICIES OF INSURANCE REQUIRED HEREUNDER IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED HEREIN SHOULD INCLUDE A WAIVER OF SUBROGATION 8.The renter is entitled to use only the Premises described herein, including parking areas, and designated means of ingress to and egress from the Premises on such date and during such hours as stated on application. If additional time is used beyond the contracted hours, the renter will be responsible for any and all costs incurred and will be subtracted from the security deposit 9.The City of Norwalk reserves the right to cancel the Event for public health or safety reasons as determined by the City of Norwalk in its sole discretion. The City of Norwalk shall not be liable for damages arising from the cancellation of the Event.10.CANCELLATION POLICY: If an event is cancelled by the Renter less than ninety (90) days prior to the confirmed date, there will be no refund of monies paid. If an event is cancelled more than ninety (90) days prior to the confirmed date, then any money paid to date will be refunded, less the non-refundable deposit- which will be retained by the City. However, if the scheduled date is thereafter booked by another event, then the deposit may, at the discretion of the City, be refunded The total fee for your use of the Premises are based upon rates pre-determined by the Recreation and Parks Committee. Facility application must be presented with a \$100 non-refundable deposit to confirm the date. Fees are payable by checks made out to Norwalk Recreation and Parks Department (please include phone number and driver's license number on check for processing purposes) or credit/debit card (NO American Express) Deposit is required at time of reservation to hold the date; the insurance, security deposit and balance of facility rental are due 45 days prior to the event date
- MAIL TO: NORWALK RECREATION AND PARKS DEPARTMENT NORWALK CITY HALL ATTN: REBECCA KOVACS125 EAST AVENUE
NORWALK, CT 06851 PHONE: 203-854-7806 FAX: 203-854-7869



Payment Schedules

Original Balance: \$1,500.00 Current Balance: \$1,500.00

DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
Jun 21, 2025	\$1,500.00	\$0.00	\$0.00	\$1,500.00

X: _____

Date: _____

City of Norwalk Online
Mailing Address: 125 East Ave., Norwalk, CT
06851
Phone Number: (203) 854-7806
Email Address: recregistrationsupport@norwalkct.gov

X: _____

Date: _____

Susan Brown Gordon
Customer ID: 8809
Home Phone Number: (518) 852-6478
Cell Phone Number: (518) 852-6478
Email Address: Suebg.art@gmail.com



To: Members of the Common Council
From: Deanna D'Amore, Director of Health
Re: Health Department Grant Request
Date: June 3, 2025

Immunization Action Plan Program (IAP)

The Connecticut Department of Public Health (CT DPH) is moving forward with plans to execute a contract with the Norwalk Health Department to continue to provide the Immunization Action Plan (IAP) Program for an additional three years, through June 30, 2028. Our current contract began on July 1, 2020 and is set to expire on June 30, 2025.

We are requesting the following authorizations:

- 1a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from the Connecticut Department of Public Health for the Immunization Action Plan (IAP) Program in the amount up to \$675,227 for the period July 1, 2025 to June 30, 2028.
- 1b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments or amendments as may be necessary to implement the Immunization Action Plan (IAP) Program for the period July 1, 2025 to June 30, 2028.

Program Description: The Immunization Action Plan (IAP) Program's main objectives are to increase immunization levels among Norwalk area preschool children, in particular those birth to 24 months of age, and to ensure that these children are linked to a medical home. To accomplish this, IAP activities include: conducting outreach and educating the public about the importance of vaccination, conducting assessments in pediatric practices to improve vaccine delivery, and acting as the state representatives for CT's Immunization Information System, CT WiZ, a state program that requires physicians to report all childhood vaccines. IAP staff partner with local key players that have a stake in improving children's health such as WIC, private and public providers, Norwalk Hospital, etc. in order to assess the needs of the community, make and receive referrals of children at high risk and keep stakeholders abreast of current information in the ever-changing world of immunization. IAP staff also provide education, develop initiatives, and promote vaccinations for older children and adults.



MAYOR
Harry Rilling

DIRECTOR
James Travers
jtravers@norwalkct.org

Memorandum

Friday, May 2, 2025

To: Councilperson Goldstein
From: Jim Travers
Cc: Garrett Bolella
Nell Blaszkiewicz
Subject: Council Approval of Sole Source Purchase Streetlight Data Inc.

Councilperson Goldstein,

We are requesting the Common Council approval of a non-competitive procurement approval sole source purchase to Streetlight Data Inc. for a sum not to exceed \$21,938.00.

TMP has been working with Streetlight Data Inc. since 2022 to purchase and access traffic related data, including vehicular speeds, volumes, turning movement counts, and truck data for the City of Norwalk. This platform is a powerful tool for planning phases of TMP projects, Customer Service requests, and maintaining an internal database to perform analyses and identification of Vision Zero and Complete Streets opportunities throughout the city.

One of the top resident concerns throughout the city is speeding in their neighborhood, followed by requests for physical investments. TMP utilizes this information to make data informed decisions on where our limited funding can be best utilized. Additionally, we partner with the Norwalk Police Department to discuss speeding patterns and areas of concerns based on real data, as well as resident concerns to effectively enforce speed limits. Furthermore, having historical data from 2022 allows TMP to see how roadway improvements impact driver behavior by using data before and after project implementation.

The reason we are pursuing a sole source purchase is because no other traffic data company can give us all this data bundled together in such a package for a similar cost. TMP has looked at other data companies and they are not able to provide truck data, or a customizable analysis platform that Streetlight has provided for us since 2022. Additionally, keeping our database with the same data source is important for consistency and accuracy for data and comparisons of analyses.

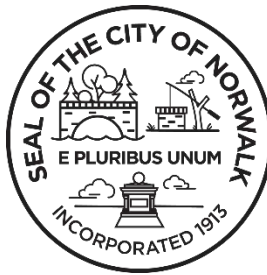


The current agreement with Streetlight Data Inc. in place for 2024-2025 ends on May 31, 2025. TMP is requesting the Common Council approve this purchase of \$21,938.00. TMP has already gained non-competitive procurement approval from the City's purchasing agent, however requests more than \$20,000.00 also require Common Council approval.

I remain available to answer any question you may have. Thank you.

ACTION: Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Streetlight Data, Inc. for citywide traffic data analyses, for a sum not to exceed \$21,938.00.

Account: 01-37-50-5343



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 4/10/2025

DEPARTMENT: TMP

Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under informal competitive Quotations (§3-204), Informal Competitive Request for Proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

☒	1	The item is available only from a single source (justification is attached). The provisions of this regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Guideline on Emergency Procurements
☐	2	After solicitation of several sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
☐	3	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
☐	4	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote, and the contract/agreement number)
☐	5	The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency contingency is attached). Please forward this form and supporting documentation within 48 hours of the Emergency
☐	6	Other, please explain:

TOTAL COST: \$21,938 MUNIS Account: 01-37-50-5343

VENDOR: Streetlight Data, Inc.

Purchasing Agent Signature		The Purchasing Agent		Department Head Signature	
Sharon Conners rs	Digitally signed by	☒	Supports	<i>James Travers</i>	
	Purchasing Agent Name	☐	Does Not Support	Department Head Name	
	Date: 2025.04.30 15:07:38 -04'00'	☒	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	James Travers Date 04/25/2025	

JUSTIFICATION:

TMP is looking to renew Traffic Data from Streetlight Data. This dataset will allow us to have all turning movement counts (TMCs), Origins/Destinations (with a middle filter), Speeds, and Volumes of all vehicles that travel in or through the City of Norwalk. It will also divide vehicles by class allowing us to track truck movements differently from personal vehicles. By bundling all this data together we are able to perform analyses that will allow us to better optimize projects, customer service, and development review.

The reason we are pursuing a noncompetitive procurement, is because no other traffic data company can give us all this data bundled together like this, as well as divided by trucks and personal vehicles. In addition, we have utilized Streetlight Data for the past two years to create a database. To remain consistent with our database, we need to continue working with the same company to maintain the same data source. With all this connected data we will be able to see where vehicles are going throughout the city, where they are making turns, and the speeds at which they are going. Furthermore, we would be able to recognize trends and traffic patterns over time with data that is comparable with the data from the last two years.

ANY OTHER VENDORS CONTACTED FOR PRICING? (Please attach quotes): _____

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



StreetLight InSight® Proposal for City of Norwalk, CT

Proposed by:
StreetLight Data, Inc.
Nicholas Minunni
Nicholas.Minunni@streetlightdata.com
516-699-2275

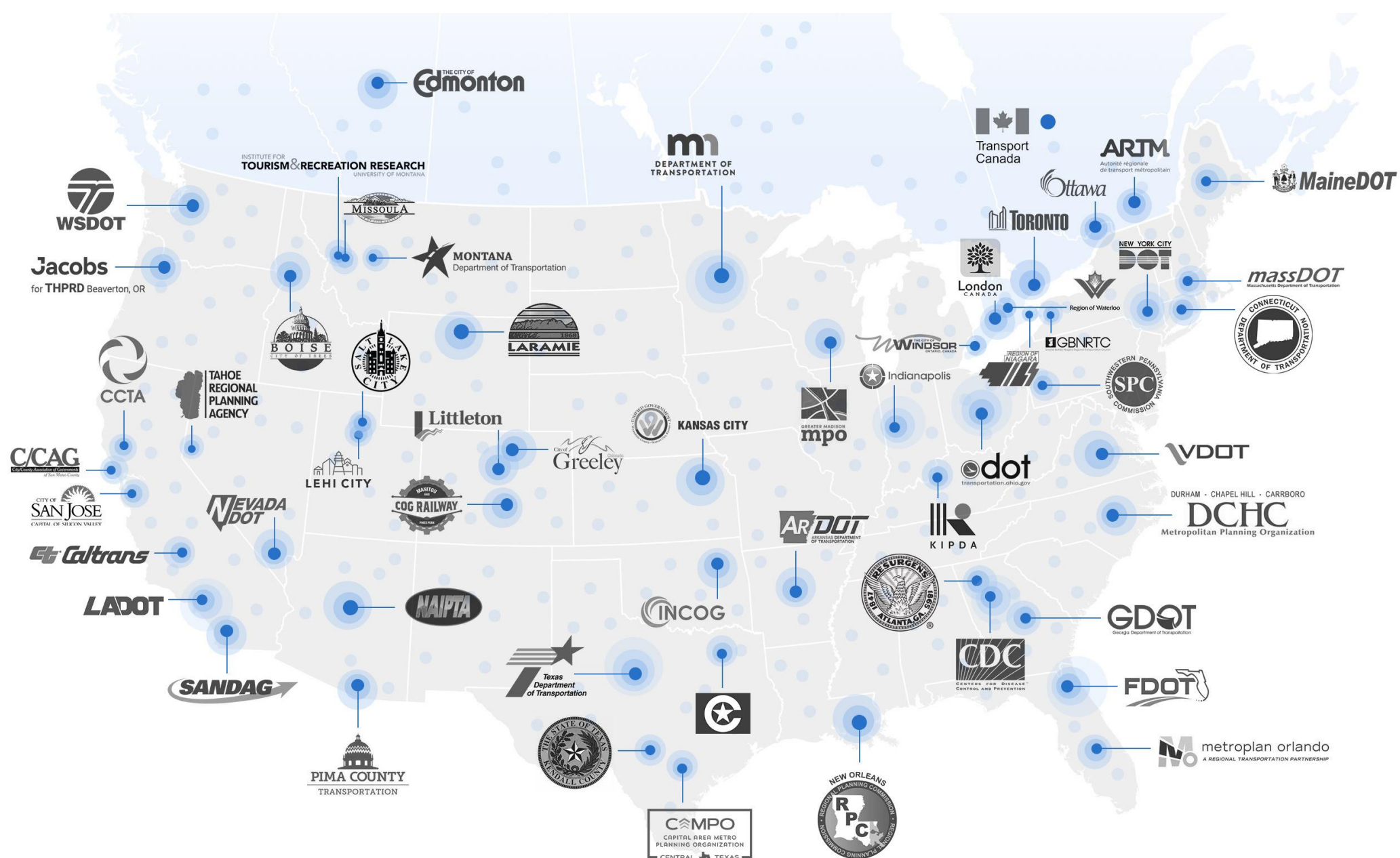
Proprietary and Confidential

ABOUT STREETLIGHT

StreetLight Data, Inc. (“StreetLight”) pioneered the use of Big Data analytics to shed light on how people, goods, and services move, empowering smarter, data-driven transportation decisions. StreetLight applies proprietary machine-learning algorithms and its vast data processing resources to measure travel patterns of vehicles, bicycles and pedestrians, accessible as analytics on the interactive StreetLight InSight® SaaS platform. Acquired by Jacobs as a subsidiary in February 2022, StreetLight provides innovative digital solutions to help communities **reduce congestion**, **improve safe and equitable transportation**, and **maximize the positive impact of infrastructure investment**.

Trusted by transportation agencies since 2011

With projects in 48 U.S. states and all 10 Canadian provinces, our Metrics have been used and validated by hundreds of public agencies, transportation consulting firms, and private companies. In addition, several state transportation agencies, MPOs and large cities, including Virginia DOT, Ohio DOT, Minnesota DOT, Washington State DOT, Massachusetts DOT, Maine DOT, Los Angeles DOT, and New York City DOT, have software-as-a-service subscriptions that allow them to run an unlimited number of analyses within their geography.



Jacobs steer AECOM CDM Smith Kimley»Horn FEHR & PEERS Stantec HDR PARSONS + many more!

What sets StreetLight apart

Industry-leading Big Data Sources: With over 10 years of history, StreetLight has the most robust historical data foundation and an unmatched empirical understanding of mobility. With a long history of routinely evaluating, benchmarking and picking the most reliable data sources, we have built a repository of several hundred sources that contribute to our Route Science® engine.

On-demand Software - get quick access to data that makes decisions better: The software-as-a-service subscription model allows your organization to run an unlimited number of analyses within your geography without incremental costs, making it affordable to collect data regularly and to study behavior changes over time. The easy-to-use software platform allows your team to independently run their own analytics on demand with specific, customized parameters (i.e., type of day, time of day, bicycle or vehicle trips, etc.). You can also prove out the efficacy of projects with data-driven insights to justify your decisions and demonstrate impact.

StreetLight's leading mobility analytics solution enables transportation professionals to:

- 1 Use the most widely adopted transportation platform, **validated by agencies nationwide.**
- 2 Measure transportation at **any level of spatial and temporal granularity.**
- 3 **Leverage our use-case focused analytics**, purpose-built by transportation experts and tested by your agency peers.
- 4 Take advantage of our 10+ year repository of mobility patterns – **and new data sources as they emerge.**
- 5 Access insights in **multiple formats that integrate into your workflow** (CSV, Esri ArcGIS, API, and more).



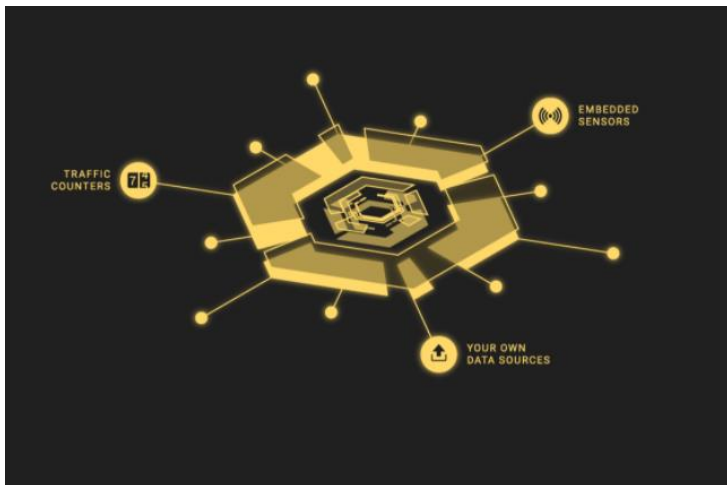
How StreetLight InSight® Works

At the core of StreetLight's success is the StreetLight InSight® transportation analytics platform, powered by StreetLight's proprietary data processing engine, Route Science®:



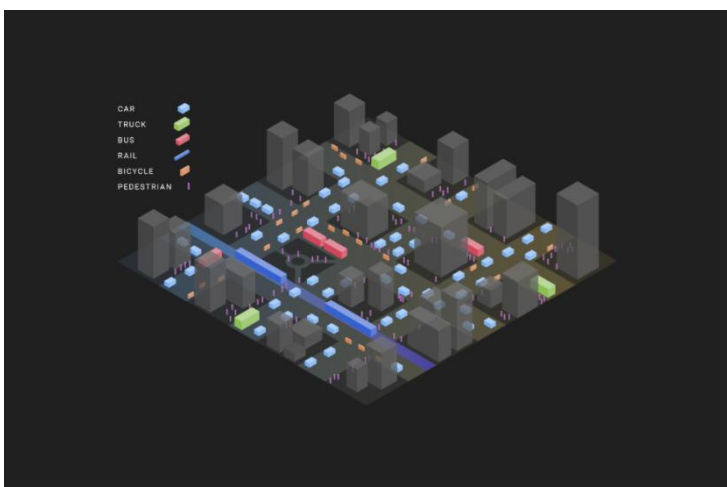
It begins with Big Data

Every month, StreetLight ingests, indexes, and processes vast amounts of location data from connected devices and the Internet of Things, then adds context from numerous other sources like parcel data and digital road network data – to develop a view into North America's complex network of roads, bike lanes and sidewalks.



Route Science®, more data, and validation

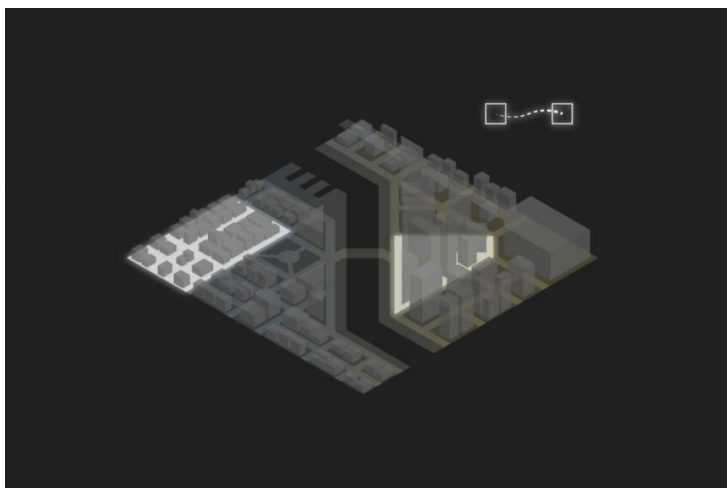
Next, StreetLight's proprietary data processing engine, Route Science®, algorithmically transforms trillions of location data points over time into contextualized, aggregated, and normalized travel patterns. StreetLight validates them using thousands of traffic counters and embedded sensors.



Result: Multimode Metrics for millions of roads and census blocks

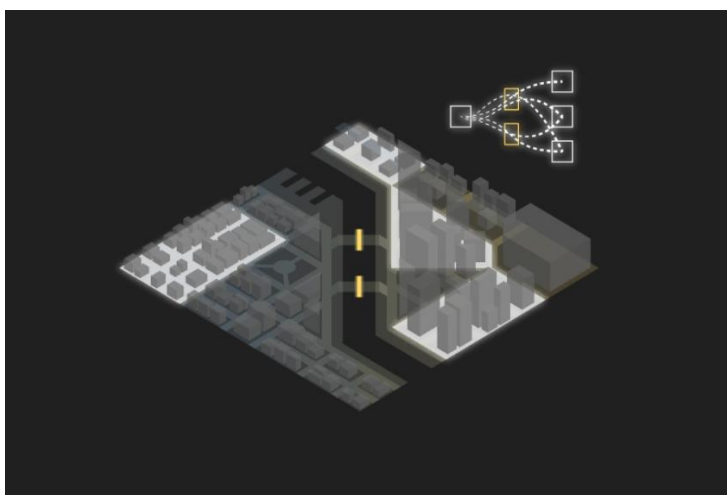
Route Science® then normalizes and aggregates the data into analytics, delivering unique insights into how vehicles, trucks, bicycles, pedestrians, buses, and more move throughout the transportation network.

Accessible via StreetLight InSight®, the world's first on-demand web platform for transportation, users can analyze, visualize, and compare travel patterns at multiple spatial levels.



Analyze traffic between geographic zones or mobility Metrics for any road in a few clicks

Select locations or draw your own “zones” and analyze travel patterns between them. Study cohorts of trips that originate in, have destinations in, or pass through the zones. Place a gate on a road — or 50,000 roads — and obtain Metrics for trips passing through each gate. AADT traffic counts, average travel distances, and top origins and destinations are a few clicks away, saving customers thousands of hours in data collection, organization, synthesizing, and modeling.



Diagnose and solve complex transportation problems

StreetLight InSight® consolidates and visualizes complex Multimode traffic patterns that help transportation professionals tackle their planning goals and challenges. With on-demand historic data for before-and-after comparisons, StreetLight provides users with a powerful validation tool – empirical findings visualized, and ready to share with constituents.

STREETLIGHT SUBSCRIPTION

Solution Packages (a la carte)

This proposal details an annual Solution Packages (a la carte) subscription for Norwalk, CT to StreetLight InSight®. The Solution Packages (a la carte) subscription allows you to run an unlimited number of StreetLight InSight® analyses during the year within the limited geographic region¹ around the City. Use will be subject to a standard StreetLight End User License Agreement.

Metrics ² Included	Modes Included
TMCs	All Vehicles
AADT	Truck Add-on
Zone Activity	
Network Performance + Segment Analysis	
Origin-Destination (Includes ODMF + ODG)	
Network Origin-Destination	
Quick Views - Congestion Management	
Corridor Studies	
Roadway Volumes	

¹ Norwalk, CT will be limited to running analyses for trips that start, end, or pass through the City.
² Analysis types are listed and defined in the Appendix. All include inferred Trip and Traveler Attributes.

Subscription Fee

Solution Packages (a la carte) subscription fees are dependent upon the type of Metrics and modes selected, and the number of Traffic Analysis Zones (TAZs)³ within a region. For this proposal the Norwalk, CT region is assumed to be made up of 35 TAZs.

STREETLIGHT INSIGHT®

Solution Packages Proposal (a la carte)

All subscriptions include*:

Interactive dashboard

Project sample size and calibration feature

Time period settings including Day Types, Day Parts, Monthly Data Period, 15-minute bin day parts

Standard Support, eLearning Training Portal and live trainings, Help Center

*where applicable

Annual Subscription Fee		
	ITEMS	COST
SUBSCRIPTION		
# of TAZs	35	\$25,810
Modes	All-Vehicles + Trucks	
Metrics	Corridor and Congestion Management	
ADDITIONAL ITEMS		
ONBOARDING	Standard – Renewal	0
ON-SITE WORKSHOP	N/A	0
SUPPORT	Standard	Included
ACCESS		
MULTI-DOMAIN	No	
USER SEATS ⁴	10	Included
API	No	
Discount		-\$3,872
TOTAL		\$21,938

Customer is responsible for all applicable taxes. Subscription Fees are payable at time of purchase.
This quote is valid until 4/28/2024.

Visualization

API

Screenshots

CSV/SHP Downloads

Presentations

Dashboards

Modeling Tools

Central Databases

Reporting Tools

...and more

Integrate StreetLight into your workflow

All Metrics are available as .shp files, CSV files, and visualizations. Download analysis results in whichever format you choose to plug directly into your presentations, dashboards, modeling tools, central databases, reporting tools, and more. You can also export analyses directly from StreetLight InSight® to ArcGIS Online to seamlessly visualize Metrics in ArcGIS apps.

³ TAZ is defined as U.S. Census Traffic Analysis Zone
⁴ User Seats include up to 10 staff members or consultants who will be allowed access to the web application

StreetLight InSight® Account Dashboard

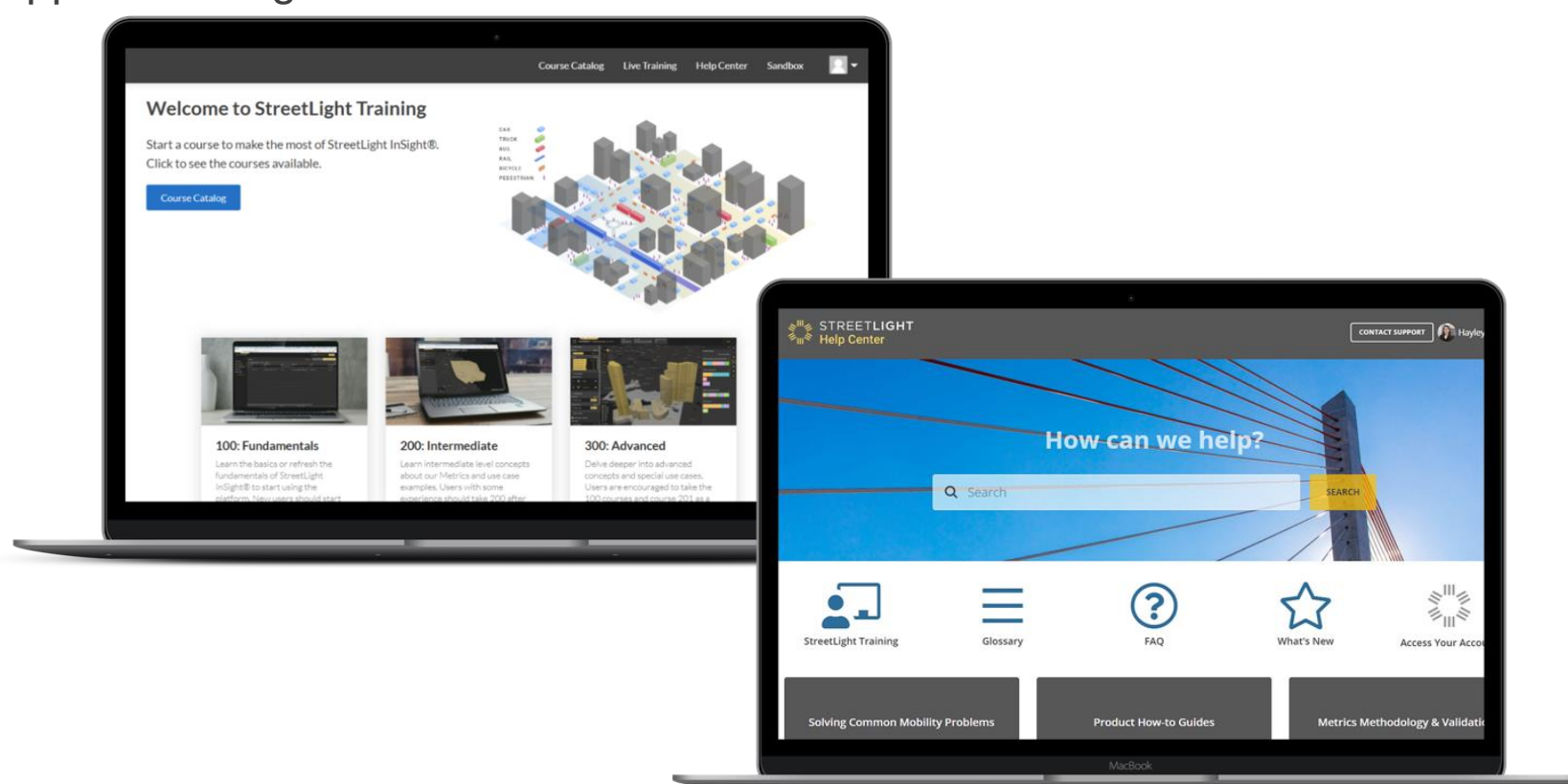
Norwalk, CT managers and leadership will be granted access to an online account dashboard in order to monitor usage of the subscription by authorized users. Information about number of analyses run and location in the region.

Self-paced Onboarding & Training

All users will have access to on-demand eLearning courses and live sessions via the StreetLight Training Portal, as well as in-app guidance. The guided eLearning courses include customized learning paths that introduce users to specific topics in bite-sized units, while the interactive live trainings offer in-depth group training sessions that tackle fundamentals, tips and tricks, and more advanced topics.

Standard Support & Help Center

All users will have access to the StreetLight Help Center, a comprehensive online resource with 250+ articles that feature FAQs, best practices, tips and tricks, and more. StreetLight's Support Team is also available to answer questions users have on a day-to-day basis. The Support Team can be contacted via a Help Center form, and team members are available during normal business hours across all time zones in Continental North America. Standard Support initial response times are up to one business day. Customers that prefer rapid responses and prioritized tickets can consider StreetLight's Premium Support offering as detailed below.



StreetLight Summit and User Group Meetings

StreetLight holds User Group Meetings and a virtual StreetLight Summit. These events provide opportunities for users from across different public agencies and engineering firms to present use cases and share examples about lessons learned from use of the StreetLight InSight® software. Training sessions, product roadmap “sneak peeks,” and feedback sessions also occur.

APPENDIX: GLOSSARY OF STREETLIGHT TERMS

Analysis: A “run” or “query” within StreetLight InSight®. The user selects zones, a project type, and project options for each project, then runs the project by clicking “confirm.”

Analysis Options: Available for most project types. These allow the user to configure options, such as day parts, day types, or data source, before running an analysis.

Commercial Vehicle Segmentation: Medium-Duty Trucks = 14,000 – 26,000 lbs., Heavy-Duty Trucks > 26,000 lbs.

Core Transportation Behavior Metrics: They include Origin-Destination, Origin-Destination with Middle Filter, Origin-Destination with Preset Geographies, Zone Analysis, Trip Attributes, Traveler Attributes, and Home and Work Locations.

Data Period: Months to analyze. Availability of data periods may vary based on mode of travel.

Day Part: Grouping of hours-of-the-day for an analysis. 15-minute bin day parts are available to analyze more granular metrics. If defaults are not appropriate, users can customize these values.

Day Type: Grouping of days-of-the-week for an analysis. If defaults are not appropriate, users can customize these values.

Home and Work Locations: Inferred probable home and work locations for composite groups of people aggregated to 1km X 1km grids, Census Block Groups, ZIP Codes, metropolitan areas, and states.

Intersection: Contains three or four “gates” that serve as zones. This is only available in the Turning Movement Counts analysis type.

Origin-Destination Matrix: Relative volume and average travel time of commercial and personal trips between origin and destination zones. Users may enter both origins and destinations of their choice or use a standard geography such as “all ZIP Codes.”

Origin-Destination through Middle Filters (combine with O-D for Routing): Relative volume and average travel time of trips that pass through middle-filter zones, or links, when traveling between origin and destination zones.

Peak Hour Factor: Compares the busiest 15-minutes to the average 15-minute volume during the peak hour, indicating how consistent traffic volume is during the peak hour.

Segment Analysis: Provides the relative volume, speed percentiles including 85th percentile, average speed, travel time, VMT/VKT, vehicle hours of delay (VHD), and free flow speed of trips through corridors.

Vehicle Hours of Delay (VHD): Is a measure of congestion and is calculated as the estimate of hours of travel in free flow speed subtracted from the hours of travel in congested speed.

VHD = (VMT/Congested Speed (Average Segment Speed) [MPH]) - (VMT / Free Flow Speed [MPH])

Vehicle Miles of Travel (VMT): It is a measure of highway travel demand and is calculated as the number of vehicles using a segment of highway multiplied by the length of the highway. Also, measured from trip metrics by multiplying the trips between Origins and Destinations by the average trip length of the trips.

Free Flow Speed: The maximum Average Segment Speed in any one hour of the day in the data period.

Specific Date: The ability to run single days as an analysis or different “collections” of days as a new day type. This feature also allows you to exclude certain days.

StreetLight AADT: Estimate of average annual daily traffic in 2021 (U.S.). You can also access historic AADT from 2017, 2018, 2019, and 2020 (U.S. and Canada). (Note: This Metric is provided as an estimated count based on 365 days of data. It is derived from multiple data sources, including both navigation-GPS and Location-Based Services data). StreetLight AADT Metric provides year-over-year comparability across the 2019-2021 data periods.

Top Routes Analysis: Identifies the road segments with the most traffic between selected origin and destination zones or traveling to or from a single zone.

Traveler Attributes: Inferred Trip purpose (Home-, Work-, or Other-based combinations), Demographics of Travelers

(Race/Ethnicity, Foreign Born, Limited English Proficiency, Disability Status, Education Status, Household Income, Household Size/Family Status, Housing Tenure, Units in Structure, Vehicle Ownership).

Turning Movement Counts: Provides intersection volumes with 15-minute granularity, Peak Hour Factor, Peak AM/PM Metrics, and more.

Trip Attributes: Travel time, trip length, trip speed, trip circuitry. Trip Attributes Metrics are provided as an average and as a distribution of values into customizable bins.

Trip Circuitry: The average and distribution of circuitry for trips between zones, or at a zone. Circuitry is defined as (length of trip) / (crow's flight distance between start and end point).

Travel Time (seconds): The average and distribution trip time in seconds for trips between zones, or at a zone.

Trip Length (miles): The average and distribution trip length in miles for trips between zones, or at a zone.

Trip Speed (mph): The average trip and distribution speed in miles per hour for trips between zones, or at a zone.

Trips to or from Preset Geography Analysis: Origin-Destination by ZIP Code, Census Block Group, or Census TAZs, to a corresponding set of zones. This analysis type is ideal if you don't know your full zone matrix, and instead want to see how a set of zones relates to standard geographies.

Zone Activity Analysis: Relative volume of trips that originate in, have destinations in, or pass through each zone analyzed.

Zone Library: The Zone Library is a feature that lets you choose zones you want to analyze from a map without having to draw or upload zones into zone sets. This includes OSM Line Segments, Standard Areas (U.S. Zip Codes, U.S. Census Block Groups, U.S. Traffic Analysis Zones, U.S. Census Tracts, U.S. Cities and Counties, Canada Dissemination Areas, Canada Census Tracts, Canada Census Subdivisions), and Rail (Rail Agencies, Rail Lines, Rail Line Segments, and Rail Stations).

Zone Traffic: StreetLight trip value representing the volume of all trips at a zone. Depending on whether the zone is pass-through or not, this will represent trips that pass through the zone, or trips that start or end in the zone.



MAYOR
Harry Rilling

TRAFFIC ANALYST
Nell Blaszkiewicz
nblaszkiewicz@norwalkct.gov

Memorandum

Friday, May 30, 2025

To: Councilperson Goldstein
From: Nell Blaszkiewicz, Traffic Analyst
Cc: Jim Travers, Director of Transportation, Mobility, and Parking
Jay Habansky, Chief of Economic and Community Development
Subject: Council Approval of Round 7 Community Investment Funding Application

Councilperson Goldstein,

We are requesting Council approval of the City of Norwalk's application to the Connecticut Department of Economic and Community Development for financial assistance for economic development project.

The proposed project is the Washington Street Historical Restoration and Streetscape Project which will focus on building façade improvements and streetscape upgrades such as creating parklets and new lighting to support the restaurants and businesses on Washington Street between North Main Street and North Water Street.

The City is requesting \$1,500,000 from the Connecticut Department of Economic and Community Development. As a part of the application, the city needs to submit "The Certified Resolution of the Governing Body" document, requiring Common Council approval to submit this application. Below is a template from the previous Council approval required for CIF Round 5 modified for this request:

WHEREAS, pursuant to Connecticut General Statutes Section 32-285a, the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and WHEREAS, it is desirable and in the public interest that the City of Norwalk make an application to the State for \$1,500,000 in order to undertake the Washington Street Historical Restoration and Streetscape Project, for building façade improvements, improved pedestrian lighting, and creation of parklets on Washington Street from North Main Street to North Water Street.

NOW, THEREFORE, BE IT RESOLVED BY THE Common Council of the City of Norwalk

- i. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by Connecticut General Statutes Section 32-285a
- ii. That the filing of an application for State financial assistance by City of Norwalk in an amount not to exceed \$ 1,500,000 is hereby approved and that

Harry W. Rilling, as Mayor of the City of Norwalk, is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of City of Norwalk.

I remain available to answer any question you may have. Thank you.



MAYOR
Harry Rilling

TRAFFIC ANALYST
Nell Blaszkiewicz
nblaszkiewicz@norwalkct.gov

Memorandum

Friday, May 30, 2025

To: Councilperson Goldstein
From: Nell Blaszkiewicz, Traffic Analyst
Cc: Jim Travers, Director of Transportation, Mobility, and Parking
Jay Habansky, Chief of Economic and Community Development
Subject: Council Approval of Round 7 Community Investment Funding Application

Councilperson Goldstein,

We are requesting Council approval of the City of Norwalk's application to the Connecticut Department of Economic and Community Development for financial assistance for economic development project.

The proposed project is the Lexington Avenue Mobility and Transit Access Upgrade for reconstruction of the roadway and sidewalks on Lexington Avenue from Ely Avenue to Austin Street to better accommodate bus service, creating a connected community through transit and upgraded sidewalks to the South Norwalk Elementary School.

The City is requesting an amount not to exceed \$2,500,000 from the Connecticut Department of Economic and Community Development. As a part of the application, the city needs to submit "The Certified Resolution of the Governing Body" document, requiring Common Council approval to submit this application. Below is a template from the previous Council approval required for CIF Round 5 modified for this request:

WHEREAS, pursuant to Connecticut General Statutes Section 32-285a, the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and WHEREAS, it is desirable and in the public interest that the City of Norwalk make an application to the State for \$2,500,000 in order to undertake the Lexington Avenue Mobility and Transit Access Upgrade, for roadway and sidewalk reconstruction on Lexington Avenue from Ely Avenue to Austin Street



NOW, THEREFORE, BE IT RESOLVED BY THE Common Council of the City of Norwalk

- i. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by Connecticut General Statutes Section 32-285a
- ii. That the filing of an application for State financial assistance by City of Norwalk in an amount not to exceed \$ 2,500,000 is hereby approved and that

Harry W. Rilling, as Mayor of the City of Norwalk, is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of City of Norwalk.

I remain available to answer any question you may have. Thank you.



CITY OF NORWALK
Steve Brueski
Blight Prevention Officer
sbrueski@norwalkct.gov
P: 203-854-7262
Norwalk City Hall
125 East Avenue, Room 123
Norwalk, CT 06851

TO: Economic and Community Development Committee
Common Council

FROM: Steve Brueski, Blight Prevention Officer

DATE: May 23, 2025

RE: Award of Landscaping Services Contract to Love Your Home, LLC

Overview:

This memorandum recommends awarding the landscaping services contract for South Norwalk and Wall Street/West Avenue to Love Your Home, LLC. After a competitive selection process, Love Your Home, LLC was identified as the most qualified and cost-effective vendor to deliver expanded landscaping services at a reduced cost.

RFP Process Summary:

The Request for Proposals (RFP) for landscaping services was issued in February 2025, seeking qualified vendors to maintain public spaces in South Norwalk and the Wall Street/West Avenue areas.

- The City received two responses to the RFP.
- Love Your Home, LLC submitted a proposal with pricing that was 50% lower than both the other submission and the current contract.
- The preferred firm was interviewed, and following a thorough review of their expertise, professionalism, and competitive pricing, it was unanimously decided to select Love Your Home, LLC.

This decision reflects the City's commitment to ensuring high-quality services at a cost-effective rate.

Expanded Scope of Work:

The contract includes an expanded scope of work, providing increased service at a lower price. Enhancements include:

- Routine services such as mowing, mulching, weed control, shrub trimming, and maintenance of flower baskets, urns, and tree pits.

- Additional seasonal installations to enhance public spaces during key times of the year, including expanded spring, fall, and winter decorations.
- Comprehensive seasonal maintenance and cleanups to ensure consistent upkeep throughout the year.

This expanded scope enhances the visual appeal and functionality of Norwalk's public spaces while remaining cost-efficient.

Budget and Cost Efficiency:

The three-year contract totals \$139,135 for year one, \$140,935 for year two, and \$140,935 for year three. The option to extend the contract for years four and five is offered at a rate of \$144,715 per year. Compared to the previous contract, this represents an annual cost savings of approximately \$10,000. The former vendor's proposal was double the cost of Love Your Home, LLC's submission, further demonstrating the value of this selection.

Rationale for Selection:

1. **Cost-Effectiveness:** Love Your Home, LLC offers expanded services at a reduced price, delivering exceptional value to the City.
2. **Comprehensive and Expanded Services:** The firm's proposal includes enhancements to seasonal installations, ensuring high-quality and visually appealing public spaces.
3. **Professional Expertise:** Love Your Home, LLC demonstrated a strong understanding of the City's landscaping goals and a commitment to achieving superior results.

Conclusion:

Awarding this contract to Love Your Home, LLC supports the City's efforts to maintain and enhance public spaces while ensuring fiscal responsibility. Approval of this action is respectfully requested to finalize the contract and initiate services.

ACTION: Authorize the Mayor, Harry W. Rilling, to execute a three-year contract with Love Your Home, LLC for \$139,135 for year one, \$140,935 for year two, and \$140,935 for year three, with the option to extend the contract for years four and five at a rate of \$144,715 per year.

ACCT: 0926-3720-5777-C0806

CITY OF NORWALK PURCHASING DEPARTMENT



**SEALED BIDS MUST BE RECEIVED BY THE OFFICE OF THE PURCHASING AGENT, 125 EAST AVENUE
NORWALK, CT 06856 BY THE DATE AND TIME OF BID OPENING**

PROJECT NUMBER:	4418
REQUESTING DEPARTMENT:	Economic and Community Development
DATE OF BID ISSUANCE:	02/26/2025
TITLE OF BID:	Landscaping Services
RFI/QUESTION DEADLINE:	2:00 PM 03/27/2025
ELECTRONIC SUBMISSION DEADLINE:	2:00 PM 04/14/2025
HARD COPY SUBMISSION DEADLINE:	2:00 PM 04/16/2025
MANDATORY WALKTHROUGH:	YES () NO ()
DATE, TIME, AND LOCATION OF WALKTHROUGH	N/A
TIME/DATE OF BID OPENING:	2:00 PM 04/16/2025
BID 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. **SECTION 1 -1.5 FORMS ONLY** BIDDER'S INFORMATION AND ACKNOWLEDGEMENT FORM, INCLUDING PRICING SHEETS, EXCEPTIONS TAKEN, IF ANY, ADDENDA ACKNOWLEDGMENT FORMS, ANY OTHER REQUIREMENTS INDICATED IN SPECIAL NOTES SECTION, AND BID SECURITY IF REQUIRED **(ONE ORIGINAL PLUS TWO (2) COPIES)**

CITY OF NORWALK
PURCHASING DEPARTMENT
NOTICE TO BIDDERS

1. ALL BIDS WILL BE OPENED PROMPTLY AT THE ADVERTISED TIME OF OPENING. THERE WILL BE NO DELAYS OR POSTPONEMENTS WHICH ARE NOT PUBLICLY ADVERTISED. ANY BID RECEIVED AFTER THE ADVERTISED TIME OF OPENING WILL NOT BE ACCEPTED.
2. IF A BIDDER USES A COURIER SERVICE FOR BID DELIVERY, IT SHALL BE THE BIDDER'S RESPONSIBILITY THAT THE BID REACHES THE PURCHASING DEPARTMENT BY THE DATE AND TIME SPECIFIED HEREIN.
3. ALL BIDS 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 BIDS, EACH BIDDER SHALL BE PRESUMED TO HAVE INSPECTED THE SITES AND TO HAVE MADE HIM/HERSELF THOROUGHLY FAMILIAR WITH THE PLANS AND CONTRACT DOCUMENTS, INCLUDING ALL ADDENDA. THE FAILURE OR OMISSION OF ANY BIDDER TO RECEIVE OR EXAMINE ANY FORM, INSTRUMENT OR DOCUMENT SHALL IN NO WAY RELIEVE ANY BIDDER FROM ANY OBLIGATION IN RESPECT TO THEIR BID.
 - b. EACH BIDDER MUST FULLY INFORM HIM/HERSELF OF THE CONDITIONS RELATING TO THE WORK WHICH WILL BE PERFORMED. FAILURE TO DO SO WILL NOT RELIEVE THE SUCCESSFUL BIDDER OF HIS/HER OBLIGATION TO FURNISH ALL LABOR AND MATERIALS NECESSARY TO CARRY OUT THE PROVISIONS OF THE CONTRACT DOCUMENTS AND TO COMPLETE THE CONTEMPLATED WORK. IN AS MUCH 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

1.1 INTRODUCTION

The City of Norwalk will accept bids from interested qualified bidders to provide landscaping services at various City locations as listed herein. The requirements of this project are outlined in greater detail under Section 2 Scope of Work/Project Specifications.

1.2 BID DOCUMENTS

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

1.3 ADDENDA

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

1.4 BIDDER'S LIST

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

1.5 QUESTIONS CONCERNING THIS BID

All questions concerning this solicitation must be directed, via e-mail, to Carleen Megaro, Buyer at cmegaro@norwalkct.gov. The deadline for the submission of questions is 2:00 pm, March 27, 2025.

1.6 SUBMISSION OF BID

The City of Norwalk is requesting 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 the electronic submission and will be the official accepted submission. The City of Norwalk has the right to reject any submission that does not meet this criteria.

All sealed electronic submissions must be submitted in Bonfire no later than April 14, 2025, at 2:00PM.

All sealed hard copy Bids should be submitted to the City of Norwalk's Purchasing Department no later than April 16, 2025 at 2:00 PM at the address listed below:

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

CITY OF NORWALK

PURCHASING DEPARTMENT

1.7 SUMMARIES

A list of the proposing firms will be available any time after 5:00 pm on the day of the opening at [Purchasing-Bid Postings](#). Results will not be provided over the phone.

SPECIAL NOTES:

- 1.) **PROJECT SCHEDULE:** Begin July 1, 2025.
- 2.) **BUILDING PERMITS** - Contractors shall obtain and pay for all required permit(s) for this project. Permit fees are NOT waived for this project.
- 3.) References to Department of Public Works, Director of Public Works, and Engineer in section 3 and section 4 are to be interpreted as "Owner's designated representative".
- 4.) Section 4, Item 109-04-2b, page 79, Contractor Charges is changed to read "...profit and overhead shall be figured at fifteen (15) percent unless some other basis is approved by the Director."
- 5.) Section 3.8, Liquidated Damages, change to read "Liquidated damages as defined in Article 27 of the Norwalk General Conditions for Construction will be \$200.00 per day.
- 6.) Contractors are hereby reminded that all submitted bid amounts MUST include all costs/insurance premium required to satisfy the various insurance limits as identified in these documents.
- 7.) Contractors are hereby advised that the determination of the lowest responsible bidder will be based on the Sum of the Base Bid(s) and the Alternate item(s) selected by the City in its best interest. Said determination by the City would be final.
- 8.) **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 COVID-19 pandemic. The window is staffed by Customer Service representatives Monday – Friday from 9 a.m. – 3:00 p.m. 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.

CITY OF NORWALK PURCHASING DEPARTMENT

- 9.) **Public Opening:** Per the [City of Norwalk Purchasing Guidelines](#) , 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. The amount of each bid, and such other relevant information as may be specified by the bid, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection. 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 – FORMS OF PROPOSAL

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

Bidder's Name

Street Address

City	State	Zip

Business Telephone:

Email Address:

Printed Name and Title of Individual Submitting Bid

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

Exceptions: Note any vendor(s) responding to this proposal shall indicate any/all exceptions (if any) taken to language in this proposal. BIDDERS MAY NOT TAKE EXCEPTION TO SUBSTANTIVE TERMS OF STANDARD CONTRACT FORMS PROVIDED IN THE RFP/RFQ/ITB. Exceptions must be declared below in order to be considered by the City:

[illegible]

1.1 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 site and has satisfied himself as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

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

The undersigned further agrees, in case of variations of quantities from those shown or specified, the following unit prices will be used in adjusting the contract price. If quantities are authorized by the City, the following amount will be added to the contract as required. Unless otherwise noted, each UNIT PRICE shall include all equipment, tools, labor, permits, fees, etc., incidental to the installation and completion of the work involved.

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

The following unit prices shall apply to this project:

	YEAR 1	YEAR 2	YEAR 3	OPTIONAL YEAR 4	OPTIONAL YEAR 5
Landscaping Services					

Each ALTERNATE ITEM shall include all equipment, tools, labor, permits, fees, etc., incidental to the installation and completion of the work involved.

The following Alternate Item may apply to this project:

ALTERNATE BID #	ALTERNATE BID DESCRIPTION	ADD AMOUNT \$
1	General Maintenance of the Norwalk River Valley Trail from Union Park to Route 1/Cross Street/Belden Avenue	
2	Spring Flower Baskets and Urns (First week of March until summer install in late May)	
3	Fall Flower Baskets and Urns (Mid to Late September to Thanksgiving)	

CITY OF NORWALK PURCHASING DEPARTMENT

3.

Bid Security in the form of a (check one) is attached.		Bond		Certified Check
Cost for performance bond <u>included in lump sum</u>		\$		per thousand dollars

Submitted by:

Print Name of Authorized Agent of Company	
Signature of Authorized Agent of Company	
Date	

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

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

CITY OF NORWALK PURCHASING DEPARTMENT

1.2 STATEMENT OF BIDDERS 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 projects of this type/size your firm has completed within the last three (3) 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 the portion or section of work a 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	<u>Connecticut corporations</u> - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes	No
	<u>Out-of-State corporations</u> - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	Yes	No

7. Provide CT eLICENSE (https://www.elicense.ct.gov) and Business Registration (https://business.ct.gov/?language=en_US)	
--	--

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. The awarded contractor may be required to submit one copy of the following information relative to its company's financial statements prior to contract signing. This information must represent the current circumstance which surrounds the financial position of the bidding organization. Note: This information will be kept confidential if provided in a separate envelop from your bid pricing.

All information should be supported with appropriate audited financials.

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

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 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.

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 data 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 Scope of Work

I. General Specifications

The City of Norwalk will accept bids from interested qualified bidders to provide landscaping services at various City locations as listed herein.

It is the intention of the City of Norwalk to enter into an agreement upon an executed contract 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.

Certain locations where maintenance may disrupt traffic flow will require police presence to ensure safety. The awarded vendor will be responsible for coordinating with the Police Department to arrange this support. The Economic and Community Development department will cover the associated police service fees, which do not need to be included in the bid submission.

Equipment and Supplies: The successful bidder shall provide all labor, equipment and materials required to perform the services, including, but not limited to, trucks, mowers, trimmers, blowers, and hand tools to accommodate each landscaping location. Services shall include lawn cutting, mulching, trimming services, watering, and seasonal maintenance on container plantings and hanging baskets.

Bidders are advised that all locations shall be cut once per week during the growing season and shall be required to base their cuttings on existing weather conditions and shall be responsible for:

- Inspecting all areas on an ongoing basis to assure that each location is well maintained
- Maintaining the cutting level specified herein, as determined by the Economic Community Development Department.
- Properly grooming each location

"Properly groomed" shall be defined as:

- Removing heavy grass clippings
- Removing shredded papers
- Removing plastics, broken bottles and any other debris found at each location

In addition, any grass cuttings or related debris blown into surrounding areas shall be raked and swept properly. The contractor must leave the site clean and in good order. The cost for grooming at each location shall be included in the bid submission.

II. Time for Performance

Landscaping services shall be authorized upon receipt of an approved Purchase Order. Each location shall be cut once per week during the growing season to maintain the cutting heights specified in these specifications.

Failure to provide landscaping services in accordance with this schedule shall constitute default and breach of contract and the Owner may then authorize procurement of such equipment/material from the most expeditious alternate source available.

III. Quantities

Landscaping locations and quantities specified herein represent an inventory of the City's requirements pursuant to this contract, as determined by the Economic Community Development Department. They are included to provide the bidder with an estimate of the City's requirements pursuant to this contract and to provide a uniform basis for the comparison of bids.

The City shall reserve the right to increase or decrease the actual quantities and/or locations to be serviced at the time the contract is awarded or any time thereafter without prejudice toward the quoted bid price if to do so is in the City's best interest.

IV. Examination of Site

Each bidder shall be required to visit and examine the site of the proposed work and fully acquaint themselves with existing conditions, including concealed conditions, relating to the work so that they may fully understand the facilities, difficulties and restrictions attending the execution of the work pursuant to this contract. Bidders shall thoroughly examine the drawings/maps and these specifications.

V. Response Time

The bidder shall be required to respond to all service calls within four (4) hours of notification. The bidder shall further be always accessible to the Director Economic Community Development or their designee for the Public locations via a mobile or cellular telephone and/ or a pager service. The cellular and pager access numbers shall be provided to the City prior to the award of this contract. Failure to provide this information upon request shall result in the forfeiture of the award of this contract.

VI. General Maintenance

General maintenance activities will be items A-F below. Locations where maintenance is required:

- Wall Street (between East Avenue and Belden Avenue/West Avenue), including Klondike Park
- Main Street (between Wall Street and Burnell Boulevard), including Freese Park
- River Street (between Wall Street and Burnell Boulevard)
- Burnell Boulevard (between Main Street and Belden Avenue)
- Belden Avenue (between Wall Street and Cross Street)
- West Avenue (between Wall Street to North Main Street), including: Heritage Park, West Avenue Art Park, Highway Ramps (Exit 15 and Rte 7), Traffic Island (between Main Street and the Rte 7 Connector), Clock Tower Island (North Main Street and MLK)
- Connecticut Avenue (at West Avenue) at the Norwalk River Valley Trail entrance
- MLK Jr. Drive (between Washington Street and Monroe Street)
- Washington Street (between MLK Jr. Drive and Water Street)
- North and South Main Street (between Belden Avenue/MLK Jr. Drive and Monroe)

- Water Street (between Haviland and Ann Street), including large island
- The Pocket Park – corner of Water and Washington St (adjacent to Donovan's)
- Lilian August Island West/Wall St
- Railroad Park which runs from MLK over to Washington

A. Weed Control Tasks

The bidder shall provide all materials, equipment, labor and incidentals necessary to keep mulched areas weed free during the term of this contract. Weed control shall be defined as follows:

- Weed control is to be performed at each flower bed, mulched shrub area, or other identified site.
- Weed control should be for the removal of undesirable growth, other than the flower or shrubs now existing and prior to mulching.
- The contractor should continue removal of unwanted plant growth by either manual or OSHA approved chemical means throughout the term of this contract.
- Any chemical used must comply with any state, local, or federal laws and regulations and be applied in accordance with the manufacturer's specification. Additionally, any pesticide and pre-emergent control must be applied by a state of CT licensed applicator. Please list all license numbers as requested in Section 1-Response Forms. Use additional paper if additional space is needed.

B. Shrub Trimming Services and Overall Pruning Tasks

The bidder shall provide all materials, equipment, labor and incidentals necessary to trim shrubs at specified locations. Shrubs shall be trimmed on a one-time basis at a time appropriate to the species of the shrub and growing season. Trimming shall be done as early as possible in the spring season weather permitting and shall be trimmed and pruned once per the contract period.

Trimming or pruning should be performed so as to properly shape each shrub so they do not grow any larger than they are presently, while keeping good horticulture practices for the aesthetics of each area, and care of the plant species.

C. Spring Clean Up Tasks

- Pick up and remove branches, limbs, deteriorated mulch, litter, debris, etc.
- Dispose of all debris in a manner to promote sustainability
- Weed and clean out planting beds and tree wells
- Edge all planting beds and tree wells. No mechanical edgers on tree wells
- Supply and install pre-emergent weed control to planting beds and tree saucers prior to new mulch.
- Supply and install non-dyed, to a minimum depth of 2" mulch to all planting beds and tree wells. Also, at no time shall mulch be placed in contact with the base of any tree.

D. Prune trees/shrubs/flowers as needed throughout the season

E. Weekly Maintenance/Mowing Visit Throughout Growing Season Tasks

- Remove litter and debris prior to mowing
- Mowing all areas weekly or as needed to a 2" to 3" height for grass cutting.
- String trim curbs, foundation, planting beds, tree saucers, poles etc. at least once a month in season.
- Mechanically edge at sidewalks at least once a month in season.
- Blow of all grass clippings, etc. from all sidewalks, paved surfaces, mulched areas, etc. following mowing. Do not blow debris into the streets. All debris must be properly removed and disposed of.

- If it is determined by the City that the clippings left are too heavy as a result of excessive grass length at time of mowing, the contractor will double cut those areas at no additional cost.
- Weed removal and weed prevention on sidewalks and curbing. Once herbicide has set in, weed whack, collect clippings and blow sidewalks clean. Pick up and dispose of litter.
- Watering and Maintenance: At no time shall the top 4" of soil be allowed to dry out. Watering frequency is to be no less than two times per week, unless significant rain has fallen, and as needed during the hot, dry weeks up to three. The Department of Public Works will supply water for the outlined tasks. It is up to the bidder to coordinate with them to ensure availability. The costs associated with water should not be included in the bid.

F. Fall Cleanup Tasks

- Rake, blow, sweep and remove all leaves, branches, and other debris at appropriate intervals throughout the leaf season.
- Trim shrubbery, remove litter, complete preparation for winter.
- Dispose of all debris in a manner to promote sustainability, as agreed to by the City.
- Prune flowers and shrubs midseason.

VII. Container Plantings (90) and Flower Baskets (80) – Planting, setting out and seasonal maintenance.

Seasonal maintenance and installation activities will be items A-C below. Container and Flower Basket locations are as follows:

- Wall Street (between Belden Avenue and Brook Street)
- River Street (between Wall Street and Burnell Boulevard)
- Freese Park
- Library Plaza
- Heritage Park (location of the Heritage Wall)
- North and South Main Street (between Belden Avenue and Monroe Street)
- Washington Street (between Water Street and MLK)
- Police Station Plaza
- Railroad Station (Western (Henry Street) and Eastern (Monroe Street) entrances)
- Water Street (between Haviland Street and Ann Street)

A. Installation and Cleanup Tasks

- During the third week of May coordinate with the City's flower container vendor to unload delivery truck consisting of 50 large, planted urns (measuring at 34.25 inches tall and 36 inches across), 40 smaller planted urns (measuring at 24 inches tall and 24 inches across), and 22-20" hanging flower baskets.
- Set out urns with planted liners and hanging flower baskets in designated locations. See attached proposed location list.

B. Watering and Maintenance Tasks

1. Containers: 50 large, planted urns (measuring at 34.25 inches tall and 36 inches across) and 40 smaller planted urns (measuring at 24 inches tall and 24 inches across)

- Sufficient watering to keep the plants alive and healthy is required. Responses should include the cost of watering three times per week. In addition, responses should include the cost of additional waterings, outside of three times per week in particularly dry periods of time.
- If additional watering is required, notification to the City will be required.
- Fertilize planters with 20-10-20 fertilizer @ 300ppm every ten days.
- Apply pesticides and treat planters, as needed.
- Prune planter flowers mid-season.

2. Flower Baskets: 80 22-20" hanging flower baskets

- Watering frequency is to be no less than two times per week, unless significant rain has fallen, and as needed during the hot, dry weeks up to three times a week.
- If additional watering is required, notification to the City will be provided.
- Fertilize planters with 20-10-20 fertilizer @ 300ppm every ten days.
- Apply pesticides and treat hanging baskets, as needed.
- Prune hanging basket flowers mid-season.

C. Fall Clean Up (Mid to Late September – weather dependent)

- Remove urns and hanging flower baskets.
- Clean out, dispose of plants and soil and store urns until the holiday season. A storage location can will be coordinated with the City of Norwalk.
- Dispose of all debris in a manner to promote sustainability, as agreed to by the City.
- Coordinate with the City of Norwalk's flower container vendor if hanging flower baskets need to be returned – including timing and location of pickup.

VIII. Winter Holiday Decorations – Friday after Thanksgiving Holiday

Decoration tasks are below in section A. Winter holiday locations include:

- Wall Street (between Belden Avenue and Brook Street)
- River Street (between Wall Street and Burnell Blvd)
- Freese Park
- Library Plaza
- Heritage Park
- North and South Main Street (between Belden Avenue and Monroe Street)
- Washington Street (between Water Street and MLK)
- Railroad Station (Western (Henry Street) and Eastern (Monroe Street) entrances)
- Water Street (between Haviland Street and Ann Street)

A. Tasks

- During November coordinate with holiday décor vendor to unload delivery truck consisting of garland and other decorative items.
- Coordinate and collect 50 faux holiday wreaths from the Department of Public Works Smith Street Garage.
- Hang wreaths in specified locations (along Wall Street and Washington Street), set out containers and holiday decorative items.

- Replace and string LED lights as needed on Washington Street, North Main Street, and South Main Street. These are up year-round.
- Apply roping and decorative lights in specified locations (Wall Street and Washington Street).
- Remove holiday decorations by the third week of January.
- Remove and transport waste materials. Dispose of all debris in a manner to promote sustainability, as agreed to by the City.
- Clean out baskets/urns of holiday plantings and ready for the spring seasons. Deliver to storage location, will be provided.
- Coordinate with the vendor if any materials need to be returned – including timing and location of pickup.

IX. Tree Pits (75)

Weeding, litter removal, mulching, watering, disposal. These tree pits are located within the urban core. Each season the tree pits will be identified based on new plantings that have been done by the City.

X. Alternate Bids

The City of Norwalk would propose pricing as alternates in the following areas:

A. Alternate Bid #1: General Maintenance of the Norwalk River Valley Trail from Union Park to Route 1/Cross Street/Belden Avenue

- Please see section VI. A-F for expected general maintenance activities. There will be no decor or urns along the trail.
- Maintenance and cleanup of Union Park will remain with the Department of Recreation and Parks

B. Alternate Bid #2: Spring Flower Baskets and Urns (First week of March until summer install in late May)

- Please see section VII. Locations and Sections A and B for required duties.
- Plantings chosen should be best for the season.

C. Alternate Bid #3: Fall Flower Baskets and Urns (Mid to Late September to Thanksgiving)

- Please see section VII. Locations and Sections A and B for required duties.
- Plantings chosen should be best for the season.

2.2 Insurance Coverage Requirements

INSURANCE RIDER – STANDARD SERVICES

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

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

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

Minimum Scope and Limits of Insurance:

Workers' Compensation Insurance: With respect to all operations the Contractor performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut, 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 (\$500,000) policy limit coverage for disease.

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.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage may be required at the completion of the Project for a duration of seven years 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 better. Additionally, all carriers are subject to approval by the City of Norwalk.

Subcontractors: The Contractor 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 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, 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 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 Basic Services or Additional 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, (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 Contractor's activities to be performed under this Agreement. Contractor'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: The Contractor hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers.

Certificate of Insurance: Prior to the commencement of services under this Contract, the Contractor 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's Corporation Counsel and to the City's Finance Department (Attn: Risk Manager), P.O. Box 5125, Norwalk, Connecticut 06856-5125.

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

2.3 Sample Contract

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

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

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

WITNESSETH:

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

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

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

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

1. ENGAGEMENT OF Contractor

A. Based on the representations of the Contractor set out in its proposal dated «ProposedDate», a copy of which is annexed hereto and incorporated herein as **Exhibit**

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

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

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

2. **SERVICES TO BE PERFORMED**

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

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

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

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

3. **COMPENSATION**

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

of the Contractor's bid.

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

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

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

4. **TIME PROVISIONS**

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

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

5. **TERMINATION AND SUSPENSION**

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

6. **INSURANCE AND INDEMNIFICATION**

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

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

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

7. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

O. The Contractor represents to the City as follows:

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

protection of creditors or debtors;

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

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

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

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

Signed, Sealed and Delivered
in the Presence of:

Witnesses' signatures:

CITY OF NORWALK

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

Date signed: _____

Witnesses' signatures:

«VendorName»

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

Date signed: _____

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: _____

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _____
Comptroller

Date: _____

INSURANCE RIDER

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

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

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

Minimum Scope and Limits of Insurance:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3 GENERAL INFORMATION

NOTE: SECTION 3 - GENERAL INFORMATION contains the City's Standard Terms and Conditions. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 08/08/2013, or later on file you may obtain a copy over the Internet at <http://www.norwalkct.gov>. 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.gov/documentcenter/view/868>

SECTION 4
NOT APPLICABLE

This section intentionally left blank

SECTION 5 - LIVING WAGE ORDINANCE

GENERAL INFORMATION

Rev. 04232024

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 04/23/2024 or later on file you may download a copy from the Terms and Conditions section of our website at <http://www.norwalkct.gov> Document number **1019**

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

EXHIBIT A - MAP



City of Norwalk CT
Maintenance Contract Area

Maintenance Area
Norwalk River Valley Trail (Partial)

N
0 250 500
ft
Map Date: February 2025

NORWALK PURCHASING DEPARTMENT

04/16/2025

RESPONSE SUMMARY - PROJECT #4418

Landscaping Services

Thank you for your response to our solicitation request. The following pages are a summary of the responses received.

VENDOR	ELECTRONIC SUBMISSION (ATTACHED)	HARD COPY SUBMISSION	Year 1		Year 2		Year 3	
			Services & Labor	Plantings & Materials	Services & Labor	Plantings & Materials	Services & Labor	Plantings & Materials
Meticulous Landscaping and Design, Inc.	Yes	Yes	\$134,500.00	\$25,000.00	\$135,500.00	\$25,000.00	\$136,500.00	\$25,000.00
Love Your Home LLC	Yes	Yes	\$45,560.00	\$36,000.00	\$45,560.00	\$37,800.00	\$45,560.00	\$37,800.00

*Non-conforming bid: did not submit a Bid Security and/or did not submit the other required forms and/or submission requirements



4418 - Landscaping Services

Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
✓ Meticulous Landscaping & Design, Inc.	Apr 14, 2025 10:28 AM EDT	Joseph Tamburro	metic7@optimum.net	NjA5NDAx
✓ Love your home llc	Apr 09, 2025 3:21 PM EDT	Mark Lokuta	Mark@loveyourhomellc.com	NjA3MjU0

Generated on: Apr 15, 2025 1:43 PM EDT - Central Region

Page 1 of 1

4418 Landscaping Services

	Meticulous Landscaping and Design, Inc	Love Your Home LLC
Year 1 Services & Labor	\$134,500.00	\$45,560.00
Year 1 Plantings & Materials	\$25,000.00	\$36,000.00
Year 2 Services & Labor	\$135,500.00	\$45,560.00
Year 2 Plantings & Materials	\$25,000.00	\$37,800.00
Year 3 Services & Labor	\$136,500.00	\$45,560.00
Year 3 Plantings & Materials	\$25,000.00	\$37,800.00
OPTIONAL Year 4 Services & Labor	\$138,500.00	\$45,560.00
OPTIONAL Year 4 Plantings & Materials	\$27,000.00	\$41,580.00
OPTIONAL Year 5 Services & Labor	\$140,000.00	\$45,560.00
OPTIONAL Year 5 Plantings & Materials	\$27,000.00	\$41,580.00
Alternate #1 Services & Labor	\$8,250.00	\$6,440.00
Alternate #1 Plantings & Materials	\$0.00	\$0.00
Alternate #2 Services & Labor	\$2,500.00	\$5,450.00
Alternate #2 Plantings & Materials	\$12,500.00	\$20,600.00
Alternate #3 Services & Labor	\$2,500.00	\$4,485.00
Alternate #3 Plantings & Materials	\$12,500.00	\$20,600.00



CITY OF NORWALK
Sabrina Godeski
Director of Business Development & Tourism
sgodeski@norwalkct.gov
P: 203-854-7948
Norwalk City Hall
125 East Avenue, Room 122
Norwalk, CT 06851

TO: Economic and Community Development Committee
Common Council

FROM: Sabrina Godeski, Director of Business Development & Tourism

DATE: May 20, 2025

RE: Request to Award a Multi-Departmental Marketing Contract to Miranda Creative

Overview

The purpose of this memorandum is to formally request approval to award the City of Norwalk's marketing services contract to Miranda Creative. After a thorough evaluation of proposals and considering the City's strategic marketing needs, Miranda Creative has been selected as the best-qualified firm to fulfill the City's objectives.

Rationale for Selection

Miranda Creative brings a wealth of experience in strategic storytelling, organic content creation, and community engagement, aligning perfectly with our goals for platforms like Visit Norwalk, Norwalk for Business, Norwalk Arts Commission, and the Parking Authority. Moreover, Miranda Creative has employees based in Norwalk, ensuring localized, authentic content creation that resonates with residents, businesses, and visitors. This local presence provides a significant advantage in understanding and representing our community's unique character.

Summary of RFP Process

The RFP for marketing services was released in February of 2025. The City received 14 responses, which were subsequently reviewed by representatives from each department involved. After this initial review, six firms were selected for interviews. Following the interviews, Miranda Creative was unanimously chosen based on their interview performance, demonstrated expertise, and competitive pricing.

Budget Allocation

The total annual budget for all marketing services through Miranda Creative is \$189,900, distributed as follows:

- Project Management and Administrative Services: \$7,200
- Norwalk Parking Authority: \$18,000

- City of Norwalk: \$21,600
- Visit Norwalk: \$87,300
- Norwalk for Business: \$15,300
- Norwalk Arts and Culture Commission: \$12,600
- Norwalk Tomorrow: \$27,900

The Business Development and Tourism (BDT) office will cover \$144,000 of this budget. Contributions from other departments are as follows:

- Parking Authority: \$18,000
- Planning & Zoning (P&Z): \$27,900

This allocation is well within the previous budget parameters and represents significant cost savings. Specifically, the City and Parking Authority will now save a combined \$129,100 annually while receiving enhanced services.

Service Enhancements

- The partnership with Miranda Creative will deliver the following additional benefits:
- Enhanced storytelling and content strategies to promote Norwalk's economic, cultural, and tourism assets.
- Increased engagement with residents, visitors, and businesses through localized, people-centered content.
- Streamlined coordination across multiple platforms, including Visit Norwalk, Norwalk for Business, Norwalk Arts Commission, and the Parking Authority.
- Comprehensive support for event promotions, advertising strategies, and community engagement initiatives.
- Improved cost-efficiency while expanding the scope and quality of services.

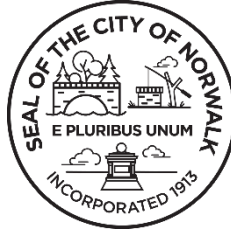
Request

It is requested that the Economic and Community Development Committee and the Common Council approve awarding the marketing contract to Miranda Creative. Their expertise, cost-effectiveness, and local presence position them as the ideal partner to elevate Norwalk's marketing efforts. This decision ensures the City will maximize its marketing impact while maintaining fiscal responsibility.

ACTION: Authorize the Mayor, Harry W. Rilling, to execute a one year contract with four additional extension options with Miranda Creative in an amount not to exceed \$189,900 per year.

**ACCTS: 01-37-80-5258
01-37-80-5237
01-37-30-5258**

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:	4427
REQUESTING DEPARTMENT:	Economic Community Development
DATE OF RFP ISSUANCE:	02/13/2025
TITLE OF RFP:	Media, Marketing and Public Relations Services
RFI/QUESTION DEADLINE:	2:00PM 02/21/2025
ELECTRONIC SUBMISSION DEADLINE:	2:00PM 03/12/2025
HARD COPY SUBMISSION DEADLINE:	N/A
MANDATORY WALKTHROUGH:	YES () NO (X)
DATE, TIME, AND LOCATION OF WALKTHROUGH	N/A
TIME/DATE OF RFP OPENING:	2:00 PM 03/12/2025
RFP DEPOSIT REQUIRED: IF YES, AMOUNT REQUIRED	YES () NO (X)
SUCCESSFUL BIDDERS ONLY: PERFORMANCE & PAYMENT BOND REQUIRED: IF YES, AMOUNT REQUIRED	YES () NO (X)
SUCCESSFUL BIDDERS ONLY: MAINTENANCE BOND REQUIRED:	YES () NO (X)

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

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

- 1. BIDDER'S INFORMATION AND ACKNOWLEDGEMENT FORM**
- 2. RFP FORMS, INCLUDING PRICING SHEETS AND ADDENDA ACKNOWLEDGMENT FORMS**
- 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. OBLIGATION OF BIDDERS:
 - a. AT THE TIME OF OPENING RFPs, EACH BIDDER SHALL BE PRESUMED TO HAVE INSPECTED THE SITES AND TO HAVE MADE THEMSELVES THOROUGHLY FAMILIAR WITH THE PLANS AND CONTRACT DOCUMENTS, INCLUDING ALL ADDENDA. THE FAILURE OR OMISSION OF ANY BIDDER TO RECEIVE OR EXAMINE ANY FORM, INSTRUMENT OR DOCUMENT SHALL IN NO WAY RELIEVE ANY BIDDER FROM ANY OBLIGATION IN RESPECT TO THEIR RFP.
 - b. EACH BIDDER MUST FULLY INFORM THEMSELVES OF THE CONDITIONS RELATING TO THE WORK WHICH WILL BE PERFORMED. FAILURE TO DO SO WILL NOT RELIEVE THE SUCCESSFUL BIDDER OF THEIR OBLIGATION TO FURNISH ALL LABOR AND MATERIALS NECESSARY TO CARRY OUT THE PROVISIONS OF THE CONTRACT DOCUMENTS AND TO COMPLETE THE CONTEMPLATED WORK. IN AS MUCH AS POSSIBLE, THE CONTRACTOR MUST, IN CARRYING OUT THEIR WORK, EMPLOY SUCH MEANS AND METHODS AS WILL NOT CAUSE ANY INTERRUPTIONS OR INTERFERENCE WITH THE WORK OF ANY OTHER CONTRACTOR.
3. 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 seeks an experienced and innovative marketing firm to elevate the Visit Norwalk, Norwalk for Business, Norwalk Arts and Culture Commission, Parking Authority and Norwalk Tomorrow platforms. This partnership will focus on organic content creation, strategic storytelling, and community engagement to promote Norwalk's economic, cultural, and tourism assets. The selected firm will prioritize authentic, people-centered content, collaborating with local influencers and businesses to craft a narrative that resonates with residents, visitors, and entrepreneurs alike. While website management and design will play a supporting role, the primary focus will be on enhancing Norwalk's visibility through strategic marketing, event promotions, and audience-driven content. Please refer to Section 2: Scope of Work/Project Specifications for a comprehensive outline of project requirements. This RFP is issued in accordance with Contract #24PSX0020

2. RFP DOCUMENTS

Invitation only per State Contract Number: 24PSX0020.

3. ADDENDA

All addenda, if issued will be available over the internet to invitees. 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.gov. Please include the Project Number and Project Title in the subject line. The deadline for the submission of questions is 2:00 pm, February 21, 2025.

6. SUBMISSION OF RFP

The City of Norwalk requires **electronic sealed submission** for this project in the City of Norwalk's BONFIRE portal.

All sealed electronic submissions must be submitted in Bonfire no later than March 12, 2025, at 2:00PM.

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.
Page 3 of 98 4427 Media Marketing and Public Relations

CITY OF NORWALK PURCHASING DEPARTMENT

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. **BIDDERS MAY NOT TAKE EXCEPTION TO SUBSTANTIVE TERMS OF STANDARD CONTRACT FORMS PROVIDED IN THE RFP/RFQ/ITB.** Exceptions must be declared below in order to be considered by the City:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

CITY OF NORWALK PURCHASING DEPARTMENT

1.1 PROPOSAL RESPONSE FORM

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

The undersigned hereby declares that 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 they waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that they 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 Initial Periods – Annual Fee (Twelve (12) Months)

	Year 1	Year 2	Year 3	Year 4 (Optional)	Year 5 (Optional)
City of Norwalk					
Parking Authority					
Visit Norwalk					
Norwalk for Business					
Arts and Culture Commission					
Norwalk Tomorrow					
TOTAL					

**CITY OF NORWALK
PURCHASING DEPARTMENT**

B. CERTIFICATION

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

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

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

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	<u>Connecticut corporations</u> - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes	No
	<u>Out-of -State corporations</u> - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	Yes	No
7. CT eLICENSE (https://www.elicense.ct.gov) / Business Registration (https://business.ct.gov/?language=en_US) :			
8. Is your local organization an affiliate of a parent company? If so, Indicate the principal place of business of your company and the name of the agent for service <u>if different from what has been indicated on the response form</u>:			
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

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.

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 data 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 ☐

CITY OF NORWALK
PURCHASING DEPARTMENT

SECTION 2 – SCOPE OF WORK / PROJECT SPECIFICATIONS

CITY OF NORWALK

PURCHASING DEPARTMENT

2.1 Introduction

The City of Norwalk seeks an experienced and innovative marketing firm to elevate the Visit Norwalk, Norwalk for Business, Norwalk Arts and Culture Commission, Parking Authority and Norwalk Tomorrow platforms. This partnership will focus on organic content creation, strategic storytelling, and community engagement to promote Norwalk's economic, cultural, and tourism assets.

The selected firm will prioritize authentic, people-centered content, collaborating with local influencers and businesses to craft a narrative that resonates with residents, visitors, and entrepreneurs alike. While website management and design will play a supporting role, the primary focus will be on enhancing Norwalk's visibility through strategic marketing, event promotions, and audience-driven content.

This RFP is issued in accordance with Contract #24PSX0020.

2.2 Background

The City transitioned from Norwalk Now to Visit Norwalk in 2020, evolving into a cohesive platform promoting tourism, business development, and community events. Alongside this, dedicated websites for Norwalk for Business and Visit Norwalk were launched to streamline digital engagement.

This RFP reflects the expanded scope of services, integrating content creation for the Norwalk Arts and Culture Commission, and The Parking Authority. Additionally, the firm may assist the Mayor's Office with occasional content creation. Management of the City of Norwalk's Facebook and Instagram accounts remains with City staff.

The City's goals include:

- Expanding the number of businesses participating in Visit Norwalk.
- Promoting local events, specials, and cultural offerings.
- Driving engagement through innovative, organic content strategies.
- Assisting local businesses in reaching larger audiences.
- Increasing usage of City Parking assets.

2.3 Scope of Services

2.3 Scope of Services

Norwalk Parking Authority

Overview:

The Norwalk Parking Authority oversees parking facilities and resources throughout the city, ensuring accessibility, convenience, and efficiency for residents, businesses, and visitors. The goal of its marketing efforts is to improve public awareness of parking options, promote seamless integration with city events, and support local businesses by driving traffic to urban areas.

Scope of Services:

Website Management:

- Maintain the Parking Authority website with updates on parking options, rates, and availability.
- Include user-friendly guides for parking near major attractions and events.

CITY OF NORWALK

PURCHASING DEPARTMENT

- Ensure all websites and digital content meet accessibility standards (e.g., ADA compliance for websites, captions for videos).

Social Media Management:

- Create posts highlighting parking promotions, new facilities, or changes to existing services.
- Develop visuals aligned with city events to emphasize ease of access and convenience.

Event and Promotion Support:

- Coordinate messaging around parking availability for city-wide events.
- Include parking maps or promotional offers in event-related campaigns.

Account Management and Reporting:

- Provide analytics and KPIs on public engagement and identify areas for improvement.

City of Norwalk

Overview:

The City of Norwalk uses its digital platforms to inform residents about municipal services, programs, and important updates. While the firm may assist with occasional content creation for the Mayor's Office, management of the City's Facebook and Instagram accounts will remain the responsibility of City staff.

Scope of Services:

Content Creation:

- Provide occasional support to the Mayor's Office for storytelling around key initiatives or events.
- Focus on authentic, people-centered narratives featuring city achievements, community events, and infrastructure improvements.

Event and Promotion Support:

- Collaborate with City staff to develop promotional materials for flagship events and holidays (about 50 graphics annually, potentially in English, Spanish, and Haitian Creole).
- Support post-event exposure with highlights and visuals.

Visit Norwalk

Overview:

Visit Norwalk serves as the city's tourism and lifestyle platform, promoting attractions, events, and local businesses to residents and visitors. The goal is to position Norwalk as a vibrant destination, celebrating its unique blend of culture, dining, and community life.

Scope of Services:

Website Management:

- Maintain and enhance the Visit Norwalk website with fresh content, including blog posts, photography, and videos (minimum 2x/month).
- Ensure an up-to-date business directory, event calendar, and special promotions section.

CITY OF NORWALK

PURCHASING DEPARTMENT

- Ensure accessibility standards for all digital content.

Social Media Management:

Platforms: Facebook and Instagram.

- Posting Frequency:
 - Facebook: 5 posts/week (can cross-share Instagram posts).
 - Instagram: Daily posts + 7-14 stories/week.
- Collaborate with influencers for engaging, shareable content.
- Highlight local businesses, events, and cultural attractions using authentic visuals (no stock imagery).
- Maintain consistent branding, monitor inboxes and comments, and craft engaging captions.

Business Outreach and Support:

- Actively recruit new businesses to join Visit Norwalk.
- Provide onboarding assistance and post events or specials for businesses.

Email Marketing:

- Develop and distribute a weekly newsletter featuring events, promotions, and stories using a provided template.

Event and Promotion Support:

- Coordinate campaigns for city-wide events and capture content for future use.

Advertising:

- Develop a strategic advertising plan leveraging the \$200,000 annual advertising budget for Visit Norwalk and Norwalk for Business platforms.
- Recommend campaign strategies, oversee timelines, and provide data-driven recommendations.

Account Management and Reporting:

- Provide analytics and KPIs on public engagement and identify areas for improvement.

Norwalk for Business

Overview:

The Norwalk for Business platform supports the city's economic development efforts by connecting entrepreneurs, small businesses, and investors with resources and opportunities. The goal is to foster a thriving business ecosystem while attracting new enterprises to the city.

Scope of Services:

Website Management:

- Maintain and enhance the Norwalk for Business website with updates on resources and initiatives.
- Highlight success stories and funding opportunities.
- Ensure accessibility standards for all digital content.

Social Media Management:

CITY OF NORWALK

PURCHASING DEPARTMENT

- Develop posts tailored to entrepreneurs and small business owners.

Business Outreach and Support:

- Engage with the business community and promote events and funding programs.

Email Marketing:

- Create and distribute a monthly newsletter using a provided template.

Advertising:

- Identify effective channels to reach business owners and decision-makers.
- Align campaigns with the Norwalk for Business strategy and analyze results.

Norwalk Arts and Culture Commission

Overview:

The Norwalk Arts and Culture Commission champions the city's creative community by promoting public art, cultural events, and opportunities for local artists. The goal is to enhance Norwalk's identity as an arts and cultural hub, engaging residents and visitors through unique experiences.

Scope of Services:

Social Media Management:

- Highlight public art projects, artist profiles, and cultural events.
- Collaborate with local artists for engaging content.

Event and Promotion Support:

- Provide promotional support for arts-focused events.
- Capture visuals to showcase Norwalk's vibrant arts scene.

Norwalk Tomorrow

Overview

Norwalk Tomorrow is a platform dedicated to providing information on the city's planning and economic development initiatives, fostering transparency and engagement among residents, stakeholders, and businesses. The platform highlights ongoing projects, long-term goals, and strategic initiatives designed to shape Norwalk's future as a thriving, sustainable, and innovative community.

Scope of Services

Website Management and Metrics

- **Content Updates:** Regularly update the website with project announcements, timelines, and progress reports.

CITY OF NORWALK

PURCHASING DEPARTMENT

- **Blog Posts:** Publish one engaging blog post per month focusing on planning initiatives, community engagement efforts, or economic development updates.
- **Accessibility:** Ensure compliance with ADA standards to make content accessible to all users.
- **Metrics and Reporting:** Provide monthly analytics reports on website traffic, user engagement, and other key performance indicators. Include actionable insights for improving reach and interaction.

Social Media Management

- **Platforms:** Facebook and Instagram.
- **Posting Frequency:**
 - **Regular Posts:** Once a week.
 - **As Needed:** Additional posts to promote events, urgent updates, or significant milestones.
- **Content Focus:**
 - Promote city planning updates, public input opportunities, and economic development initiatives.
 - Highlight success stories, including business relocations, infrastructure improvements, and public engagement milestones.
 - Use vibrant, authentic visuals that align with Norwalk's branding.

Community Engagement

- **Event Promotions:** Develop campaigns to encourage community participation in public meetings, workshops, and other engagement opportunities related to planning initiatives.
- **Interactive Content:** Create polls, surveys, and Q&A posts to solicit public feedback and generate discussion around key topics.

Email Marketing

- Distribute a monthly newsletter featuring planning updates, project spotlights, and opportunities for public involvement.

Account Management and Reporting

- Provide comprehensive reports on social media engagement, audience growth, and campaign performance, identifying areas for optimization.

Deliverables

The selected firm will ensure Norwalk Tomorrow serves as a reliable, informative, and engaging resource for residents and businesses, fostering a shared vision for Norwalk's future

CITY OF NORWALK

PURCHASING DEPARTMENT

2.4 Proposal Submission Format

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. 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.

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.
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.

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 detailed Work Plan Schedule, including estimated completion times for each milestone, allocated staff time per phase, and an overall timeframe for completion of project.
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

CITY OF NORWALK PURCHASING DEPARTMENT

- 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

2.5 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	March 2025
Common Council Committee Review	March 2025
Common Council Review	March 2025

2.6 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.

CITY OF NORWALK PURCHASING DEPARTMENT

Criteria	Weight
Qualifications and Experience: - Respondent must demonstrate adequate experience in the following areas: qualification, general experience and technical competence of the project team - Experience, resources, and technical expertise with similar type/size project - Feedback from References with projects similar in size & scope	40%
Overall Impression of Proposal - Organization, clarity, conciseness, and thoroughness. - Approach to the scope of services and statement of works - Proposed project schedule	20%
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

2.7 Prime Proposer Responsibility

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

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

2.8 Key Personnel

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

Any employee of the proposer, who in the sole opinion of the City of Norwalk is unacceptable, shall be removed from the project pursuant to the request of City of Norwalk. The proposer will have Fourteen (14) Days to fill the vacancy

CITY OF NORWALK

PURCHASING DEPARTMENT

with another employee of acceptable technical experience and skills subject to the written approval of the City of Norwalk.

2.9 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.

2.10 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.

2.11 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

2.12 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

2.13 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.

2.14 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.

2.15 Duration of Proposals

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

CITY OF NORWALK PURCHASING DEPARTMENT

2.16 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.

2.17 Insurance Coverage Requirements

PROFESSIONAL SERVICES INSURANCE RIDER

As a provider of Professional Services, the Consultant shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

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

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

Minimum Scope and Limits of Insurance:

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

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

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

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

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

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

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

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

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

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

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

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

policy renewal.

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

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

CITY OF NORWALK
PURCHASING DEPARTMENT

CITY OF NORWALK
PURCHASING DEPARTMENT

CITY OF NORWALK PURCHASING DEPARTMENT

2.18 Sample Contract

SAMPLE CONTRACT

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

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

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

WITNESSETH:

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

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

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

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

1. **ENGAGEMENT OF Contractor**

A. Based on the representations of the Contractor set out in its proposal dated «ProposedDate», a copy of which is annexed hereto and incorporated herein as **Exhibit**

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

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

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

2. **SERVICES TO BE PERFORMED**

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

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

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

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

3. **COMPENSATION**

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

of the Contractor's bid.

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

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

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

4. **TIME PROVISIONS**

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

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

5. **TERMINATION AND SUSPENSION**

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

6. **INSURANCE AND INDEMNIFICATION**

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

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

The Contractor shall indemnify, defend and save harmless the City, its officers, agents and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including attorneys' fees, on account of any injury or damage to or destruction of property, or any loss, cost, expense or other 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.gov>. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe.

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

SECTION 4

LIVING WAGE ORDINANCE

GENERAL INFORMATION

Rev. 04232024

NOTE: SECTION 5 contains information concerning the City's Living Wage Ordinance. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 04/23/2024 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.gov>

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

SECTION 6

STATE OF CONNECTICUT Contract #24PSX0020



Contract Number:24PSX0020
Title: Media, Marketing and Public Relations
Services

State of Connecticut
AND
Multiple Contractors Available

Contractor Award Summary

7.0 Events, LLC	JM Media Group, LLC
Adams & Knight, Inc.	Jordan Andrews
Allison LaGuardia LLC	Katie Schibler & Associates
Bardolf, Inc	KLR Agency, LLC
BCM Media, LLC	Luminous, LLC
Brianna Regine Visionary Consulting, LLC	Mags & Marrelli
Caffeine, Inc.	Market Mentors, LLC
Camelo Communication	Marketing Doctor Inc
Cashman & Katz LLC	Mascola Associates, Inc
Colehour + Cohen Inc.	Mason, Inc.
Communication Corporation of CT	McDowell Communications Group
commVerge Marketing	Media Storm LLC
Coursey & Company	Miceli Productions, LLC
Cronin Group Holdings LLC	Mintz & Hoke Inc.
Daydream Communications, LLC	Miranda Creative, Inc.
Decker, Rickard, Mason, Guertin, Cheyne, Inc.	New England Dairy Promotion Board
Digital Surgeons, LLC	Odonnell Company
Dornenburg Group, LLC	Primacy LLC a Division of Digital United
Elkinson & Sloves, Inc	REBEL INTERACTIVE GROUP, LLC
Ethical Influence LLC	Regan Communications Group Inc.
GO, LLC	Survey Launch Co.
Highspirits Essentials Inc.	The CauseWay Agency
Image Marketing Consultants, LLC	The Connecticut Economic Resource Center, Inc.
iMission Institute Inc.	The Latino Way, LLC
	The RDW Group Inc.
	The Visual Brand LLC

This contract (the "Contract") is made by and between, Multiple Contractors (the "Contractor") and the State of Connecticut, acting by its Department of Administrative Services ("DAS") in accordance with sections 4a-2 and 4a-51 of the Connecticut General Statutes.

The Contractor and the State agree as follows:

1. Definitions

The following definitions apply in this Contract, except to the extent modified in Exhibit A, Deliverables Document, in which case Exhibit A, Deliverables Document controls.

a. Business Day

A day of the week recognized by the Client Agency as a workday, exclusive of Saturdays, Sundays and any State or federal holiday.

b. Claims

All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any forum.

c. Client Agency

Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, non-profit organization organized in this State and any entity identified in Conn. Gen. Stat. Sec. 4a-54, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms of this Contract.

d. Client Agency Data

Any data or information of the Client Agency that Contractor receives or creates by any means and in any form in connection with this Contract, Deliverables or Performance, including data and information with respect to any one or more of the following: databases, systems, operations, facilities, and regulatory compliance.

e. Confidential Information

Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number and residential address, 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 or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

f. Confidential Information Breach

Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Client Agency, the Contractor, or State.

g. Contractor Parties

Contractor's members, principals, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity or with whom Contractor contracts to Perform under this Contract in any capacity.

h. Corrective Action Plan, or CAP

A detailed written plan produced by Contractor at the request of the Client Agency to correct or resolve a Breach identified by the Client Agency in accordance with the Breach section of this Contract.

i. Deliverable

Each (1) Good, Service, or fulfillment of Performance; and (2) warranty of a Deliverable(s) that is listed in the Pricing Schedule or provided by Contractor as an element of Contractor's overall approach and solution to the requirements of this Contract. Any one of them or a combination of any of them may be developed or produced by Contractor or by a third party as a supplier or subcontractor to Contractor.

j. Deliverables Document

Exhibit A which sets forth and describes the Deliverables that are to be provided or made available to the State under this Contract or in a Statement of Work, as applicable, and the specific requirements and terms applicable to those Deliverables.

k. Force Majeure Event

Strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war, acts of terrorism, failure of or inadequate permanent power, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

l. Goods

All things which are movable, including, but not limited to, supplies, materials, equipment, hardware, software, specially manufactured things, a component incorporated into another thing and things that are attached to real property and that may be severed from the real property without material harm to the things.

m. Goods or Services

Goods, Services or both, as specified in the Solicitation and set forth in Exhibit A, Deliverables Document.

n. Perform

All acts and things of the Contractor and Contractor Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Contract fully, including the Deliverables and all other Contract obligations. The word "Perform" includes all parts of speech.

o. Price Schedule

Exhibit B to this Contract which when read in conjunction with Exhibit A, Deliverables Document, lists the Deliverables available under this Contract and establishes the components, unit pricing and price schedules for each Deliverable.

p. Purchase Order

A written or electronic document that the Client Agency issues for one or more Deliverables in accordance with the terms of this Contract.

q. Records

All working papers and such other information and materials furnished or prepared by the Contractor in Performing including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

r. Services

The labor or work, necessary or appropriate for the Contractor to Perform.

s. Site

Location(s) specified by the Client Agency where Deliverables are to be installed, Services rendered, or materials furnished.

t. Solicitation

A State request, in whatever form issued, inviting bids, proposals or quotes for Deliverables, typified by, but not limited to, an invitation to bid, request for proposal, requests for information or request for quotes. The Solicitation and this Contract shall be governed by the statutes, regulations and procedures of DAS. The Solicitation is incorporated into and made a part of this Contract as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposal is not incorporated into this Contract in its entirety, but, rather, it is incorporated into this Contract only to the extent specifically stated in Exhibit A, Deliverables Document.

u. Solicitation Response

A submittal in response to a Solicitation.

v. Specifications

Contractor's published technical and non-technical detailed descriptions of each Deliverable's capabilities, or intended use or both, as more fully set forth in this Contract or a Statement of Work, as applicable.

w. State

The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.

x. Statement of Work ("SOW")

Statement issued in connection with a Purchase Order for a Deliverable available under this Contract which sets forth all work and payment requirements for Contractor's Performance in connection with said Purchase Order.

y. Term

The original term of this Contract plus any extensions exercised under this Contract.

z. Termination

An end to this Contract prior to the end of its Term.

aa. Title

All ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Deliverable.

2. Term of Contract; Contract Extension

This Contract will be in effect from (the "Effective Date") through August 31, 2027 . DAS, in its sole discretion, may extend this Contract for additional terms beyond the Term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original Term.

3. Description of Deliverables

The Contractor shall Perform as set forth in Exhibit A, Deliverables Document.

4. Price Schedule, Payment Terms and Billing and Price Adjustments

a. Price Schedule:

Price Schedule under this Contract is set forth in Exhibit B, Price Schedule.

b. Payment Terms and Billing:

1. Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in this Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or twenty-five (25) days if the Contractor is a

certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

2. The State shall make all payments to the Contractor through electronic funds transfer via the Automated Clearing House ("ACH") or through the State of Connecticut Purchasing Card Program ("P-Card Program or P-Card") in accordance with sections 4-98(c) and 42-133ff(a) of the Connecticut General Statutes. Contractor shall enroll in ACH through the Office of the State Comptroller prior to sending any invoice to the State. The Contractor may obtain detailed information regarding ACH at: <http://www.osc.ct.gov/vendor/directdeposit.html>.
3. Contractor shall be equipped to receive orders issued by the Client Agency using the P-Card Program. The Contractor shall be responsible for the credit card user-handling fee associated with P-Card Program purchases. The Contractor shall charge the P-Card upon acceptance of Goods delivered to the Client Agency or Deliverables accepted.
4. Questions regarding the state of Connecticut P-Card Program may be directed to the Procurement Card Program Administrator at DAS.PCardAdmin@ct.gov.
5. Notwithstanding any language regarding Contractor price adjustments herein, the Price Schedule will be adjusted to reflect any increase in the standard or minimum wage rates that may occur during the Term of this Contract as mandated by State law and in accordance with the terms of this Section. Contractor shall provide documentation, in the form of certified payroll or other documentation acceptable to the State substantiating the amount of any increase in Contractor labor costs as a result of changes to the standard or minimum wage rates within ninety (90) days of the statutorily identified effective date of any increase in the minimum wage. Upon receipt, and verification of Contractor documentation DAS shall adjust the Price Schedule accordingly through a supplement to this Contract.

c. Price Adjustments

Pricing shall remain firm for the duration of this Contract.

5. Reserved

6. Reserved

7. Order and Delivery

The Contractor shall Perform in accordance with Exhibit A, Deliverables Document and at the prices set forth in Exhibit B, Price Schedule. Except as it may otherwise be set forth in Exhibit A, Deliverables Document or Exhibit B, Price Schedule, as applicable, the Contractor shall deliver the Goods free on board ("F.O.B"). wherever specified by the Client Agency in its Purchase Order or in another communication to Contractor.

Subject to the Sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, this Contract shall bind the Client Agency to order the Deliverables from the Contractor, and to pay for the accepted Deliverables in accordance with Exhibit B, Price Schedule.

8. Purchase Orders

- a. This Contract itself is not an authorization for the Contractor to begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued Purchase Order against this Contract for Performance.
- b. The Client Agency shall issue a Purchase Order against this Contract directly to the Contractor and to no other party.
- c. All Purchase Orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase Orders issued in compliance with such requirements shall be deemed to be duly issued.
- d. A Contractor Performing without a duly issued Purchase Order in accordance with this Section does so at the Contractor's own risk.
- e. The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued Purchase Orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the Purchase Order or a copy bearing any hand-written signature or other "original" marking.

9. Delivery

- a. Delivery shall be made as ordered and in accordance with this Contract. Unless otherwise specified in this Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
- b. In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in this Contract, such extension applying only to the particular item or shipment.
- c. Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in this Contract.
- d. All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.

10. Time of the Essence

Time is of the essence with respect to all provisions of this Contract that specify a time for Performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

11. Waiver

- a. No waiver of any Breach of this Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Contract or at law or in equity.

- b. A party's failure to insist on strict performance of any provision of this Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

12. Goods: Standards and Appurtenances and Inspection

a. Standards and Appurtenances

Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in this Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under this Contract. Where this Contract does not specifically list or describe any parts or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.

b. Inspection

The Commissioner of DAS, in consultation with the Client Agency, shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the Specifications in this Contract. If any Goods fail in any way to meet the Specifications in this Contract, the Client Agency or the Commissioner of DAS may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the Specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

13. Emergency Standby for Deliverables

If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have.

Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via Purchase Order or through a request to make an expedited or prioritized purchase through the State of Connecticut P-Card Program. If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the Purchase Order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.

14. Data: Access

Access to Contract and State Data

The Contractor shall provide to the Client Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning this Contract and the Client Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Client Agency in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

15. Rejected Items; Abandonment

- a. The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by written notice and in accordance with this Contract, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:
 1. they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
 2. there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
 3. they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
 4. if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
 5. they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- b. The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this Section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this Section.

16. Reserved

17. Reserved

18. Working and Labor Synergies

The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties, their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under this Contract.

19. Background Checks

The Contractor and Contractor Parties shall submit to and incur the cost of fingerprint supported federal and state criminal history background checks as may be required by the State, the State of Connecticut Department of Emergency Services and Public Protection, or as provided for in any State document that governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

20. Contractor Guaranties

a. Contractor shall:

1. Perform fully under this Contract;
2. Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
3. Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the Site, Goods, the Contractor's work or that of Contractor Parties;
4. With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices.
5. Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
6. Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

21. Representations and Warranties Regarding Motor Vehicles

If in the course of Performance or in any other way related to this Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:

- a. it is the owner of record or lessee of record of each such motor vehicle used in the Performance of this Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- b. each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of this Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- c. each Contractor Party who uses or operates a motor vehicle at any time in the Performance of this Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- d. each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

22. Sales and Use Report

Contractor shall deliver a sales and use report on a quarterly basis, in form and content as pre-approved by DAS or the Client Agency. The Contractor shall deliver the report within ten (10) days following the end of each calendar quarter. The Contractor shall provide the Client Agency with any additional reports as the Client Agency may request from time to time within ten (10) days following receipt of the Client Agency's written request. Timely submission of these reports is a material requirement of this Contract. All Title and property rights and interests in and to the reports and the data in the media containing the reports at all times is and will always remain vested in the State. At no time will Contractor have Title to such reports, data or media, wherever located. Accordingly, the Client Agency shall have a perpetual, irrevocable, non-exclusive, transferable right to display, modify, copy and otherwise use the reports, data, and information provided under this Section.

23. Breach

- a. If one party (the "Non-breaching Party") determines that the other (the "Breaching Party") has failed to comply with any of the Breaching Party's corresponding Contract obligations (a "Breach"), then the Non-Breaching Party shall provide written notice of such failure to the Breaching Party in accordance with this Contract. The Non-breaching Party must provide the Breaching Party an opportunity to remedy the Breach within thirty (30) calendar days from the date of the notice. However, if Contractor is the Breaching Party, then the Client Agency may set forth any remedy period in the notice, so long as that period is otherwise consistent with the provisions of this Contract. The period set forth in the notice is known as the "Remedy Period." The Non-Breaching Party shall extend the Remedy Period if it is satisfied that the Breaching Party is making a good faith effort to remedy the Breach, but the nature of the Breach is such that it cannot be remedied within the Remedy Period.
- b. If the Client Agency determines that the Contractor has committed a Breach, then the Client Agency may require the Contractor to, and Contractor shall, prepare and submit to the Client Agency a CAP in connection with the identified Breach. Contractor shall provide in the CAP a detailed explanation of the deficiencies and other factors that contributed to the cited Breach, Contractor's assessment or diagnosis of Breach (identifying the deficiencies and factors in reasonable detail, with references to the applicable Specifications), and a specific proposal to remedy or resolve the Breach. Contractor shall submit the CAP to the Client Agency within (10) Business Days following the Client Agency's request for the CAP for the Client Agency's review and approval. Within (10) Business Days of receiving the CAP, the Client Agency must either approve the CAP, or reject it by delivering to Contractor a written explanation for the rejection. If the Client Agency fails to accept or reject the CAP within the (10) Business Days, then the CAP is deemed to have been approved, without more. The Client Agency's explanation for the rejection must include suggestions for changes to the CAP and the Contractor shall address the suggestions in such a manner to make it likely that the Client Agency will approve the CAP when the Contractor re-submits it to the Client Agency for review and approval. If the Client Agency rejects a CAP, then the parties will repeat this submittal and review process until the earliest of one of the following: (1) the Client Agency accepts a CAP, (2) the Client Agency waives its right to receive a CAP, (3) Contractor remedies the Breach, (4) the Client Agency waives the Breach, or (5) the Client Agency makes a determination to Terminate this Contract. After the first rejection, each of the parties will have (5) Business Days, instead of (10) Business Days, within which to review the CAP. Each subsequent revision and review will be for up to (3) Business Days each instead of (10) or (5) Business Days.
- c. If the Client Agency determines that the Contractor has Breached this Contract, then the Client Agency may withhold payment in whole or in part for any amounts due pending resolution of the Performance issue, provided that the Client Agency notifies Contractor in writing prior to the date that the payment would have been due.
- d. For purposes of the Client Agency determining whether there is a Breach under this Contract, or whether any statement in the Representations and Warranties Section of this Contract is false or misleading, the parties deem the Acts of the Contractor Parties to be the Acts of the Contractor itself, as if the Contractor itself was the subject of the Acts which the Client Agency considers in determining if there was a Breach, or an instance of false or misleading statements, or both.
- e. The written notice of the Breach may include an effective Termination date. If the identified Breach is not remedied by the stated Termination date, unless otherwise modified by the Non-breaching Party in writing before such date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Termination date, then the Non-breaching Party shall provide the Breaching Party no less than twenty-four (24) hours' prior written notice before terminating this Contract.

- f. Notwithstanding any provisions in this Contract, DAS may terminate this Contract with no Remedy Period for Contractor's Breach or violation of any of the representations or warranties in this Contract and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to Contractor or Contractor Parties or any third party. Termination under this Breach section is subject to the provisions of the Termination Section of this Contract. In case of such revocation or Termination, the Client Agency will have no liability or responsibility to Contractor or Contractor Parties or any third party, or any of them, resulting from the Termination or revocation.
- g. None of the State's rights under this Breach Section diminishes the State's rights under the Termination Section of this Contract.

24. Termination

- a. Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate this Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this Section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under this Contract prior to such date.
- b. Notwithstanding any provisions in this Contract, either party, through a duly authorized employee, may, after making a written determination that the other party has Breached this Contract and has failed to remedy the Breach, Terminate this Contract in accordance with the Breach Section of this Contract.
- c. Notices of Termination must be sent certified in accordance with the Notice Section of this Contract. Upon receiving the Termination notice from DAS, the Contractor shall immediately modify or discontinue all Performance affected in accordance with the terms of the notice, undertake commercially reasonable efforts to mitigate any losses or damages and deliver to DAS or the Client Agency (as directed in the notice) all Records. The Records are deemed to be the property of the State and the Contractor shall deliver them to DAS or the Client Agency (as directed in the notice) no later than thirty (30) days after the Termination of this Contract or fifteen (15) days after the Contractor receives a written request from DAS for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- d. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and Purchase Orders and shall not enter into any further subcontracts, Purchase Orders or commitments.
- e. The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, Deliverables Document or a SOW, as applicable, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency will not tender to the Contractor any payments for anticipated or lost profits. Upon request by the Client Agency, the Contractor shall assign to the Client Agency, or any replacement contractor which the Client Agency designates, all subcontracts, Purchase Orders and other commitments, deliver to the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS or the Client Agency (as directed in the notice) may request.
- f. Upon Termination of this Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the

Sections which survive Termination. All representations, warranties, agreements and rights of the parties under this Contract shall survive such Termination to the extent not otherwise limited in this Contract and without each one of them having to be specifically mentioned in this Contract.

- g. Termination of this Contract pursuant to this Section shall not be deemed to be a Breach of contract by DAS or the Client Agency.

25. Continued Performance

The Contractor and Contractor Parties shall continue to Perform their obligations under this Contract while any dispute concerning this Contract is being resolved.

26. Open Market Purchases

Failure of the Contractor to Perform within the time specified in this Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as this Contract provides or allows, constitutes a Breach of this Contract and as a remedy for such Breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate this Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B, Price Schedule and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate this Contract, the Client Agency will deduct such open market purchases from this Contract's quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

27. Setoff

The State, in its sole discretion, may setoff and withhold (1) any costs or expenses including but not limited to costs or expenses such as overtime, that the State incurs resulting from the Contractor's unexcused Breach under this Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts of whatever nature that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under this Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff and to withhold shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' Breach of this Contract, all of which shall survive any setoffs and withholdings by the State.

28. Cross-Default

- a. If the Contractor or Contractor Parties Breach, default or in any way fail to Perform satisfactorily under this Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in this Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.
- b. If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a

breach, default or failure to Perform under this Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or this Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under this Contract.

29. Sovereign Immunity

The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

30. Representations and Warranties

Contractor represents and warrants to the State for itself and, as applicable, the Contractor Parties that:

- a. each is a duly and validly existing under the laws of each such entity's respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by this Contract. Further, as appropriate, each has taken all necessary action to authorize the execution, delivery and Performance of this Contract and have the power and authority to execute, deliver and Perform its obligations under this Contract;
- b. each will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to this Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics; Title 4a, Chapter 51 concerning State purchasing; and (3) Title 22a, Chapter 446c, section 22a-194a concerning the use of polystyrene foam;
- c. the execution, delivery and Performance of this Contract will not violate, be in conflict with, result in a Breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- d. each is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- e. as applicable, each has not, within the three years preceding the Effective Date of this Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under this Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or Performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;
- f. each is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- g. they have notified DAS in writing whether they have had any contracts with any governmental entity Terminated for cause within the three (3) years preceding the Effective Date;
- h. none has employed or retained any entity or person, other than a bona fide employee working

solely for them, to solicit or secure this Contract and it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract or any assignments made in accordance with the terms of this Contract;

- i. to the best of each entity's knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Contract;
- j. each shall disclose, to the best of its knowledge, to the State in writing any Claims involving it that would be required disclosure on Form 8-K of the Securities Exchange Act of 1934 no later than ten (10) calendar days after becoming aware or after it should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, the ten (10) calendar days in the Section of this Contract concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;
- k. each entity's participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- l. the proposal submitted by Contractor in response to the Solicitation was not made in connection or concert with any other person, entity or proposer, including any affiliate (as defined in the Tangible Personal Property Section of this Contract) of the proposer, submitting a proposal for the same Solicitation, and is in all respects fair and without collusion or fraud;
- m. each is able to Perform under this Contract using their own resources or the resources of a party who has not submitted a proposal;
- n. if Contractor does not have plenary authority to make the representations and warranties in this Section, as applicable, on behalf of Contractor Parties, then Contractor shall enter into a written contract with Contractor Parties, in which contract Contractor Parties shall make all of the applicable representations and warranties in this Section;
- o. each has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- p. none owes unemployment compensation contributions;
- q. none is delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- r. all of each entity's vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- s. each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms of this Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from DAS or the Client Agency, such information as DAS or the Client Agency may require to evidence, in their sole determination, compliance with this Section;

- t. each either owns or has the authority to use all the Deliverables;
- u. to the best knowledge of Contractor, the Deliverables do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;
- v. to the best knowledge of Contractor, the Client Agency's use of any Deliverables in a manner consistent with this Contract shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- w. if any party shall procure any Deliverables, they shall sublicense such Deliverables and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Deliverables; and
- x. each shall assign or otherwise transfer to the Client Agency or afford the Client Agency the full benefits of any manufacturer's warranty for the Deliverables, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

31. Further Assurances

The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in this Contract, in order to give full effect to this Contract and to carry out the intent of this Contract.

32. Advertising

The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS' prior written approval.

33. Contractor Changes

The Contractor shall notify DAS in writing no later than ten (10) days from the effective date of any change in:

- a. its certificate of incorporation or other organizational document;
- b. more than a controlling interest in the ownership of the Contractor; or
- c. the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS' satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of this Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS' written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under this Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under this Contract until Performance is fully completed.

34. Contractor Responsibility

- a. The Contractor shall be responsible for the entire Performance under this Contract regardless of whether the Contractor itself Performs. The Contractor shall be the sole point of contact concerning the management of this Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of this Contract.
- b. The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.

35. Security and/or Property Entrance Policies and Procedures

Contractor shall adhere to established security and/or property entrance policies and procedures for each Client Agency. It is the responsibility of Contractor to understand and adhere to the Client Agency's policies and procedures prior to entering the Client Agency Site to Perform under this Contract.

36. Disclosure of Contractor Parties Litigation

Contractor shall require that all Contractor Parties, as appropriate, disclose in writing to Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Contract, no later than ten (10) calendar days after becoming aware of or after they should have become aware of any such Claims.

37. Protection of Confidential Information

- a. Contractor and Contractor Parties have a duty to and shall, at their own expense, protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with the highest current industry standards and best practices, as they may be amended from time to time.
- b. Contractor and all Contractor Parties shall develop, implement and maintain a comprehensive written information security policy for the protection of Confidential Information that meets or exceeds current industry standards and best practices as they may be amended from time to time. The safeguards contained in the written information security policy must meet or exceed the standards for the protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and State law and in written policy of the Client Agency or DAS concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - 1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - 2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept and an auditable electronic system of logging and tracking the viewing, accessing or both of Confidential Information;
 - 3. A process for reviewing policies and security measures at least annually;
 - 4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - 5. Encrypting of Confidential Information that is stored on laptops, portable devices and storage

media or that is being transmitted electronically.

- c. Contractor and Contractor Parties shall notify DAS, the Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than the next Business Day, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred which, in the sole opinion of the Client Agency after consultation with the Attorney General, constitutes a breach of security as defined in Connecticut General Statutes, § 36a- 701b, or otherwise (Breach), the Contractor shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of DAS, the Client Agency, and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring and protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to, reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Breach. Neither Contractor's nor any Contractor Party's costs and expenses for the credit monitoring and protection plan shall be recoverable from DAS, the Client Agency, or any State of Connecticut entity or any affected individuals and shall be outside of any liability cap or limitation contained in this Contract.
- d. Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the provisions of this Contract concerning the obligations of the Contractor to the Client Agency or DAS.

38. Confidentiality; Non-Disclosure

The State shall exercise at least the same degree of care to safeguard any trade secrets or confidential information of Contractor as the State does its own property of a similar nature and shall take reasonable steps to ensure that neither the confidential information of Contractor nor any part of it will be disclosed for reasons other than its own business interests. Such prohibition on disclosures does not apply to disclosures by the State to its employees, agents or representatives, provided such disclosures are reasonably necessary to the State's use of the Deliverable, and provided further that the State will take all reasonable steps to ensure that the Deliverable is not disclosed by such parties in contravention of this Contract. The State's performance of the requirements of this Section shall be subject to the State of Connecticut Freedom of Information Act ("FOIA").

All Records, Client Agency Data, and any Data owned by the State in any form, in the possession of the Contractor or Contractor Parties, whether uploaded, collected, stored, held, hosted, located or utilized by Contractor and Contractor Parties directly or indirectly, must remain within the continental United States.

39. Disclosure of Records Concerning Governmental Functions

This Contract may be subject to the provisions of Section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy

such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes.

40. Audit and Inspection of Plants, Places of Business and Records

- a. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the Performance of this Contract.
- b. Contractor shall maintain, and shall require each Contractor Party to maintain, accurate and complete Records. Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- c. The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty- four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- d. Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a Breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract.
- e. Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (1) final payment under this Contract, or (2) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- f. Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- g. Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

42. Indemnification

- a. Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with this Contract for the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or this Contract. Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. Contractor's obligations under this Section to indemnify, defend and hold

harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

- b. Contractor shall not be responsible for indemnifying, defending or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- c. Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of Contractor or any Contractor Parties. The State shall give Contractor reasonable notice of any such Claims.
- d. Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms of this Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims or both.
- e. Contractor shall carry and maintain at all times during the Term of this Contract, and during the time that any provisions survive the Term of this Contract, sufficient commercial general liability insurance to satisfy its obligations under this Contract.
- f. This Section shall survive the Termination of this Contract and shall not be limited by reason of any insurance coverage.

43. Forum and Choice of Law

The parties deem this Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of this Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

44. Assignment

The Contractor shall not assign any of its rights or obligations under this Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this Section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS' or the State's rights or possible Claims.

45. Tangible Personal Property

- a. Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - 1. For the Term, Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of

Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus with the State under the provisions of Chapter 219 to be required to collect Connecticut use tax;

2. A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 3. Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in this Contract if any, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 4. Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 5. Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in this Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the Connecticut General Statutes.
- b. For purposes of this Section of this Contract, the word "Affiliate" means any person, as defined in section 12-1 of the Connecticut General Statutes, that controls is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten percent of the voting securities of the other person. The term "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- c. Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

46. Americans with Disabilities Act

Contractor represents that it is familiar with the terms of the Americans with Disabilities Act, 42 U.S.C. §§12101 et seq, and that it is in compliance with the law. Failure of Contractor to satisfy this standard either now or during the Term as it may be amended will render this Contract voidable at the option of the State upon notice to Contractor. Contractor warrants that it will hold the State harmless from any liability that may be imposed upon the State as a result of any failure of Contractor to be in compliance with the Americans with Disabilities Act.

47. Reserved

48. Executive Orders and Other Enactments

- a. All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its Term, or that may be made

applicable to the Contract during its Term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to Perform under this Contract if it chooses to contest the applicability of the Enactments or the State's authority to require compliance with the Enactments.

- b. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- c. This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

49. Non-Discrimination

- a. For purposes of this Section, the following terms are defined as follows:
 - 1. "Commission" means the Commission on Human Rights and Opportunities;
 - 2. "Contract" and "contract" include any extension or modification of the Contract or contract;
 - 3. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - 4. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
 - 5. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - 6. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - 7. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
 - 8. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - 9. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

10. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- b. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- c. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract

or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- f. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- g. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- h. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- i. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:

50. Whistleblower Provision

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General

Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of such statute, Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

51. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for Termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

52. Campaign Contribution Restriction

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

53. Reserved

54. Reserved

55. Reserved

56. Reserved

57. Force Majeure

- a. The parties shall not be excused from their respective Contract obligations except in the case of Force Majeure Events and as otherwise provided for in this Contract.
- b. If a Force Majeure Event prevents a party from complying with any obligation or satisfying any conditions under this Contract, then that failure to comply will not constitute a Breach if (A) that party uses reasonable efforts to comply; (B) that party's failure to comply is not due to its failure to (i) take reasonable measures to protect itself against Force Majeure Events or (ii) develop and maintain a reasonable contingency plan to respond to Force Majeure Events; and (C) that party complies with its obligations under subsection (c) of this Section.
- c. If a Force Majeure Event occurs, then the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on its obligations under this Contract, and how long the noncomplying party expects the noncompliance to last. Thereafter, the noncomplying party shall update that information as reasonably necessary, or as the other party may reasonably request, whichever is more frequent. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume complying with its Performance and obligations under this Contract.
- d. Failure to provide written notice of any Force Majeure Event as soon as the failing party becomes aware of it, or failure by the other party to Act in response to the notice, does not excuse any delays or failures in Performance or obligations.

58. Notice

- a. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this Section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut Department of Administrative Services
Procurement Division
450 Columbus Boulevard, Suite 1202
Hartford, CT 06103

Attention: Marisol Rivera

If to the Contractor:

The address set forth on the Multiple Supplier Contract Summary

- b. Details regarding invoices and all technical or day-to-day administrative matters pertaining to this Contract shall be directed to:

Client Agency: The individual specified in the applicable Purchase Order.

Contractor: The individual designated by Contractor in the response to the Solicitation or as the Contractor may otherwise designate in writing to the Client Agency.

59. Headings

The headings given to the Sections in this Contract are inserted only for convenience and are in no

way to be construed as part of this Contract or as a limitation of the scope of the particular Section to which the heading refers.

60. Number and Gender

Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

61. Amendments, Supremacy, Entirety of Contract

No amendment to or modification of this Contract shall be valid or binding unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General. Any and all Purchase Orders, Statements of Work or other documents authorized in connection with this Contract shall be subject to the terms of this Contract. Any additional terms within any such Purchase Order, Statement of Work, or other document that contradict the terms of this Contract shall have no force or effect and shall in no way affect, change or modify any of the terms of this Contract. This Contract contains the complete and exclusive statement of the terms agreed to by the parties.

62. Severability

If any term or provision of this Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of this Contract shall be valid and enforced to the fullest extent possible by law.

63. Risk of Loss and Insurance

The State shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverables are in transit, or while in the Client Agency's possession, except when such loss or damage is due directly to the Client Agency's negligence or intentional misconduct. Nothing in this Section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the State.

The insurance required by this Section shall be written on an occurrence basis as opposed to a "claims made" basis and shall be on such forms, and contain such endorsements and terms, as shall be acceptable to DAS.

Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the Term of this Contract, the insurance described below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

a. Commercial General Liability

Throughout the Term and during the time that any provisions survive the Term, Contractor shall maintain, at Contractor's sole cost and expense, a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$2,000,000 per occurrence for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. The Contractor shall cause the State and its officers, agents, and employees to be named

as an additional insured on the policy and shall provide (1) a certificate of insurance (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date evidencing such coverage. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Term. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent, but only for that portion of the negligence attributable to the Contractor and not for that portion of the negligence attributable to the State.

b. Automobile Liability

\$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract, then automobile coverage is not required.

c. Workers' Compensation and Employer's Liability

Contractor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the state of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of \$100,000 for each accident, \$500,000 for disease, and \$100,000 for each employee, per policy period.

d. Excess / Umbrella Liability

Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

e. Reserved

f. Reserved

g. Reserved

64. DAS Approval of Subcontractors

DAS must approve any and all subcontractors utilized by the Contractor prior to any such subcontractor commencing any work. Contractor acknowledges that any work provided under this Contract to any State entity is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. Contractor must be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor must be provided promptly by the Contractor to DAS upon request. Contractor must provide the majority of the work associated with this Contract. It is understood that there may be times where conflicts due to scheduling may arise, which would lend the Contractor to utilize subcontractors to meet the Client Agency's needs. When this occurs, Contractor must alert DAS for approval of desired subcontractor before work is started.

65. Iran Energy Investment Certification

- a. Pursuant to Conn. Gen. Stat. § 4-252a, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- b. If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this Section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this Section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the state of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

66. Large State Contract Representation for Contractor

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

67. Large State Contract Representation for Official or Employee of State Agency

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

68. Reserved

69. Data: Access and Ownership

- a. Access to Contract and State Data

The Contractor shall provide to the Client Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning this Contract and the Client Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Client Agency in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

b. Ownership of Data

1. All ownership, title, licenses, proprietary rights and interest (including, but not limited to, perpetual use) (for purposes of this Ownership of Data Section, collectively, "Title") of and to any and all data as defined in section 4e-1 of the Connecticut General Statutes, ("Data") that is uploaded, collected, stored, held, hosted, located or utilized by the Client Agency or Contractor and Contractor Parties directly or indirectly in connection with this Contract at all times is and will always remain vested in the State. At no time will Contractor have Title to such Data, wherever located.
2. At no cost to the State the Contractor and Contractor Parties shall, no later than fifteen (15) days after (i) receiving a written request from the Client Agency or (ii) Termination for any reason, deliver and transfer possession to the Client Agency all of the Data, in a format acceptable to the State.
3. At no cost to the State, the Contractor and Contractor Parties shall, no later than fifteen (15) days, unless otherwise mutually agreed to in writing by the Parties, after (i) receiving a written request from the Client Agency, (ii) receiving final payment from the Client Agency, or (iii) Termination for any reason, over-write and securely delete all of the Data, such that the Data will be expunged in a manner to make retrieval of the Data impossible.
4. The Contractor's failure to deliver and transfer possession of the Data to a duly authorized agent of the Client Agency shall constitute, without more, a de facto breach of this Contract. Consequently, the Contractor shall indemnify and hold harmless the Client Agency and the State, as appropriate, for any and all damages, costs and expenses associated directly or indirectly with such failure. The damages, costs and expenses shall include, but not be limited to, those resulting from any corresponding contracting for credit or identity protection services, or both, and from any subsequent non-State use of any Data. If Contractor Parties will Perform for any purpose under this paragraph, the Contractor represents and warrants that it shall cause each of the Contractor Parties to so Perform and that each has vested in the Contractor plenary authority to cause the Contractor Parties to Perform. For purposes of this Ownership of Data Section, "Perform" shall include, but not be limited to, the obligations relating to the sale, transfer of Title, removal and transfer of possession of the Data and indemnifying and holding harmless the Client Agency and the State. The Contractor on its own behalf and on behalf of the Contractor Parties shall also provide, no later than 30 days after receiving a request by the Client Agency, such information as the Client Agency may identify to ensure, in the Client Agency's sole discretion, compliance with the provisions of this Ownership of Data Section. This Ownership of Data Section survives Termination.

70. Consulting Agreements Representation

Pursuant to Conn. Gen. Stat. § 4a-81, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in Conn. Gen. Stat. § 53a-157b, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of Conn. Gen. Stat. §4a-81.

Consultant's Name and Title	Name of Firm (if applicable)
Start Date	End Date
	Cost

The basic terms of the consulting agreement are:

Description of services provided:

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES:

Name of Former State Agency

Termination Date of Employment

The parties are executing this Contract on the date below their respective signatures.

TO BE DETERMINED UPON AWARD _____(CONTRACTOR)

BY: Electronic signature via CTsource

Name:

Title:

Duly Authorized

Date:

STATE OF CONNECTICUT

Department of Administrative Services

BY: Electronic signature via CTsource

Name: Marisol Rivera

Title: Contract Specialist

Duly Authorized

Date:

DESCRIPTION OF DELIVERABLES:

(a) Scope

This Contract consists of Media, Marketing and Public Relations Services ("Services") which are detailed in paragraph (j) of this Exhibit A. Pricing for the Services set forth in Exhibit B Price Schedule.

Services shall include consulting or management or both for multi-media public relations campaigns generally comprised of, but not limited to, the following:

- Development of multi-media campaigns and projects identifying goals, establishing key statements, determining tactics and timelines, providing communication planning, public relations planning and summarization of assessments.
- Market analysis, and;
- Multi-media advertisement placement or outreach or both through various media avenues (television, radio, billboards, posters, press releases, brochures, flyers, internet, world wide web and other promotional materials). Including multi-cultural media avenues.

(b) Work

- 1) The Client Agency will obtain three (3) quotes from the Contractors for all Services that exceed five thousand dollars (\$,5000.00) under this Contract. The Client Agency will provide the Contractors a statement of work ("SOW") with details of the required Services. A sample SOW is included as Attachment 1 to this Contract. The Contractor shall base its quote on the Pricing listed in Exhibit B Price Schedule. The Client Agency will keep a record of all quotes received and projects under this Contract for audit purposes. In the event, the Client Agency only receives one response within the designated time frame, the Client Agency will document their good faith effort and may issue a Purchase Order to the single respondent. The Client Agency will notify the Contractors providing quotes within seventy two (72) hours of a Contractor/s being selected for SOW. The Client Agency will not issue a Purchase Order until the Client Agency has approved the SOW in writing.
- 2) Contractors shall Perform only to the specific extent authorized in the Purchase Order. If during the course of performing the Services, the Contractors determine that the Services must be modified in any way, the Contractor shall notify the Client Agency in writing including a cost estimate for the modification. The Contractor shall not commence any such modification until the Client Agency, in its sole discretion, consents in writing to the Contractor modifying the Services. The Client Agency shall issue the Contractor a revised Purchase Order with a project addendum which will modify the Services. Upon completion of the Services, if the actual cost is lower than the Contractor's original quote for the Services, the Client Agency shall pay the Contractor at the lower cost.

(c) Project Meetings

The Client Agency shall request project meeting as needed at a time and location specified by the Client Agency. Contractor shall provide such meetings at no additional cost.

(d) Invoices

The Contractor shall provide detailed invoices to the Client Agency.

All invoices must include the following:

- 1) Contractor Name
- 2) Contractor remit address, if applicable
- 3) Client Agency name
- 4) Contract Number
- 5) Itemized line items to support each hourly rate to correspond with scope of work
- 6) Purchase date
- 7) Total

(e) Deliveries

The Contractor shall deliver Services based on the timeline provided at time of the SOW quotes and accepted by the Client Agency.

(f) Expense Reimbursement and Retainer Fees

Costs for travel, meals, hotels, or other miscellaneous expenses are not reimbursable. No retainer fees are allowed under this Contract.

(g) Licenses

The Contractors shall have all appropriate licenses or certifications required to perform the Services in the State if applicable throughout the duration of this Contract. The Contractor must provide copies of individual's licenses to the Client Agency upon request. The Contractor shall provide any additional licenses if Services are performed outside of the State. Contractor shall immediately notify the Client Agency by written notice in the event any of Contractor's licenses or certifications are revoked, expired or suspended.

(h) Warranty

The Contractors shall warranty Services under this Contract for a period of one (1) year from the acceptance date of each of the Services provided. The warranty must include all labor at no charge to the Client Agency.

(i) Pass Through Costs

Pass through costs must be invoiced to the Client Agency at actual cost set forth in the SOW.

(j) Services Definitions

- 1) Account Director- Provides media strategy that effectively, efficiently and innovatively reaches the defined target audiences of campaigns, including strategy, planning, buying and measuring all paid media. General experience of 10 years or more directing strategic media planning, buying, channel selection; assessing effectiveness and return on investment for national and local advertising campaigns.
- 2) Account Coordinator- Prepare, develop or oversee specific tasks under direct supervision of Account Director. Bachelor's degree either in marketing, communications, advertising, business, or a related field.
- 3) Account Executive- Manage and coordinate the Client Agency needs, track the Contractor and the Client Agencies on a daily activity based on SOW.
- 4) Account Project Support- Perform routine administrative duties and responsibilities tied to the success of the project.
- 5) Administrative Services- Provide general office and operational support to the Contractor's functions, including answering telephones, filing, copying, errands and data entry.
- 6) Advertising Services - Promote public awareness of mission and initiatives, enable public understanding of complex technical and social issues, disseminate information to industry and consumer and engage in recruitment campaigns. Services include, but are not limited to the following components:
 - Advertising objective determination Message decision/creation
 - Media selection
 - Outdoor marketing and media services Broadcast media (Radio and TV)
 - Public Service Announcements
 - Direct mail services
 - Media planning
 - Media placement services
 - Advertising evaluation
 - Related activities to advertising services
- 7) Alterations and or Revisions- The action of revising or altering a SOW project.
- 8) Analytics Set Up and Data Tracking, Rich Content Development- Separating something into component parts or constituent elements, skilled in or using analysis and data tracking.
- 9) Art Direction Including Branding Consistency- Commercial art, graphic design, and special effects that educate the consumer market about a product or service or both, maybe required along with updating, rewriting, and/or editing materials. Types of services may include, but are not limited to:
 - Developing conceptual design and layouts
 - Providing copywriting and technical writing services. Creating sketches, drawings, publication designs, and typographic layouts
 - Furnishing custom or stock artwork (including electronic artwork)
 - Branding Consistency
- 10) Assistant Editor- Researching information, fact-checking information after an article is written and before it goes to print or airs, write headlines, run spell checks and do simple edits to remove typos or grammatical errors. Bachelor's degree either in marketing, communications, advertising, business, or a related field.
- 11) Audio Editing- Editing and generating of audio data.

- 12) Audio Recording (engineers) - Deal specifically with the technical and the mechanical aspects of music and sound.
- 13) Billboards Advertisement- A flat surface (as of a panel, wall, or fence) on which bills are posted; specifically a large panel designed to carry outdoor advertising including electrical billboards.
- 14) Brand Consulting- An individual who gives the Client Agency advice on the potential key audiences for a brand and what they may need and want, helps with planning the pricing for the brand and gives the Client Agency ideas on what kind of brand best fits the Client Agency's products and goals. Associate or Bachelor's degree either in marketing, communications, advertising, business, or a related field.
- 15) Brand Education and Outreach- Deliver interactive brand education workshops and keynote speeches designed to align with Client Agency on essential concepts in brand management and empower the Client Agency to release the full potential of their brands.
- 16) Branding Strategy- The process involved in creating a unique name and image for a product in the Client Agency mind, mainly through advertising campaigns with a consistent theme.
- 17) Broadcast Marketing- A form of advertisement of services or products or both utilizing television or radio or both broadcasts in order to gain viewers' and listeners' attention.
- 18) Broadcast Editing- Cut or edit any audio and or videos.
- 19) Broadcast Logistical Coordinator- Monitors and reviews all programming to meet station guidelines and schedules. The coordinator may also screen the programs to ensure they adhere to the station's expectations for performance and quality. Associate or Bachelor's degree either in marketing, communications, advertising, business, logistics or a related field.
- 20) Broadcast Production- Any kind of published video that is released to the public over a wide communication network (TV or Internet), for video artists it generally means video that is intended to be published on TV.
- 21) Broadcast Production Assistant- A member of the film crew with a job title used in filmmaking and television for an individual responsible for various aspects of a production.
- 22) Broadcast Radio Direction- A unidirectional wireless transmission over radio waves intended to reach a wide audience. Stations can be linked in radio networks to broadcast a common radio format, either in broadcast syndication or simulcast or both.
- 23) Broadcast Television Direction- Sending of video and audio signals to devices (such as television sets) that can receive broadcast signals.
- 24) Broadcast Video Direction- The act or process of broadcasting a signal, a message, or content, such as audio or video programming.
- 25) Campaign Strategy- Quickly develop an intimate level of understanding of the campaign goals, objectives and strategies, and will have specialized experience in managing large scale campaigns. Perform fundamental communications tasks and serve as a day to day Client Agency contact.
- 26) Clerical Support- Tasks, which fall under the umbrella of clerical work referring to a variety of office and administrative support duties including financial contract administrative support.
- 27) Community and Corporate Relations and Planning & Coordination- A set of activities involved in managing and orchestrating all internal and external communications aimed at creating favorable point of view among stakeholders on which the Client Agency depends. It is the messages issued by the Client Agency, body, or institute to its audiences, such as employees, media, channel partners and the general public.
- 28) Composition and Formatting- Preparation of text for printing by setting up the characters in order and arrange or put into a format.

- 29) Comprehensive Business Outreach, Relations and Marketing - Manage and engage business retention and recruitment efforts. Manage international and domestic consultants. Work with industry clusters, engage with chambers of commerce, industry associations, academic institutions and business leaders to market the State and encourage businesses to locate. Coordinate stakeholder participation in the statewide business recruitment system. Administer special recruitment project. Act as concierge service to business interested in investing in and or relocating to CT.
- 30) Comprehensive Education and Outreach- Complete educational resources including all or nearly all elements or aspects for outreach and education.
- 31) Computer Illustration- The use of digital tools to produce images under the direct manipulation of the artist.
- 32) Concept Development- A set of activities that are carried out early in the systems engineering life cycle to collect and prioritize operational needs and challenges, develop alternative concepts to meet the needs, and select a preferred one as the basis for subsequent system or capability development and implementation.
- 33) Connectivity (ISDN) Integrated Services Digital Network- A set of communication standards for simultaneous digital transmission of voice, video, data, and other network services over the traditional circuits of the public switched telephone network.
- 34) Copy Content Strategy, Planning & Management- The high-level vision that guides future content development to deliver against a specific business objective.
- 35) Copy Editing- The process of reviewing and correcting written material to improve accuracy, readability, and fitness for its purpose, and to ensure that it is free of error, omission, inconsistency, and repetition. In the context of publication in print, copy editing is done before typesetting and again before proofreading, the final step in the editorial cycle.
- 36) Copy Research- A type of survey method used to test the effectiveness of an advertising message based on consumer reaction. This method can be used for all kinds of advertisement channels: broadcast (TV, Radio), Print (newspapers, magazine), social media and Internet.
- 37) Copy Writing/Script Writing- Contributes to the concept development and copywriting portion of the creative work. Provides detailed scripts, body copy and headlines for TV, Radio, and Print & Collateral as required by the Client Agency. Works on a more task oriented basis and will help in a supportive role during the production process. Will work with freelancers as needed and others as necessary to create impactful communications that achieve marketing objectives.
- 38) Creative Concept Development- Concept is developed by the Contractor's creative team and forms the core foundation or theme for an advertising campaign. The creative concept is essentially the story behind the messages presented in an advertisement or series of advertisements. It ties together the characters and elements in advertisements to help convey a memorable and effective message that will create the desired behavioral response from the target market.
- 39) Creative Art Direction- A collection of disciplines which produce artworks that are compelled by a personal drive and convey a message, mood, or symbolism for the perceiver to interpret.
- 40) Creative Services- Creates work such as writing, designing, and production.
- 41) Employer Branding- An employer's reputation as a place to work, and their employee value proposition, as opposed to the more general corporate brand reputation and value proposition to the Client Agencies. The attraction, engagement and retention initiatives targeted at enhancing the Client Agencies employer brand.
- 42) Event Management- The application of project management to the creation and development of large scale events such as festivals, conferences, ceremonies, formal parties, inauguration's,

concerts, or conventions. It involves studying the brand, identifying the target audience, devising the event concept, planning the logistics and coordinating the technical aspects before actually launching the event.

- 43) Event Planning- The task of planning large events such as conferences, trade shows, and parties.
- 44) Graphic Design Services- The process of visual communication and problem-solving through the use of typography, photography and illustration. The field is considered a subset of visual communication and communication design.
- 45) Interactive Programming- Refers to any computer programming language that allows the creator to make changes to the program while it is already running. Instead of writing the program and then executing it, the developer can write the program, run it, and continue to write or make changes to it while it is running.
- 46) Interactive/ Database Development & Maintenance- Focuses on the design, development, implementation and maintenance of computer programs that store and organize information for the Client Agency.
- 47) Interactive/ Digital Media Buying & Management- Refers to goods and services on digital computer-based systems which respond to the user's actions by presenting content such as text, moving image, animation, video, audio, games.
- 48) Interactive/ Email & CRM System Use & Management- Customer relationship management (CRM) is an approach to managing the Client Agency interaction with current and future customers. The CRM approach tries to analyze data about customers' history with the Client Agency, in order to better improve business relationships with customers, specifically focusing on retaining customers, in order to drive sales growth.
- 49) Interactive/ New Media Design- Creating new interactive design.
- 50) Interactive/ Search Engine Marketing- A form of Internet marketing that involves the promotion of websites by increasing their visibility in search engine results pages primarily through paid advertising. Some may incorporate search engine optimization, which adjusts or rewrites website content and site architecture to achieve a higher ranking in search engine results pages to enhance pay per click listings.
- 51) Interactive/ Web Maintenance- Performing all the tasks necessary to keep a website up to date and in good, working order so that it works and shows up correctly with the latest web browsers and mobile devices.
- 52) Interns- A period of work experience offered by the Contractor for a limited period of time.
- 53) Marketing and Logistic Support- Support for tradeshow, meetings and events, manage sponsor packages and components, assist with site selection RFI's/RFP's and grant responses in support of business retention and recruitment, marketing, advertising and social media requests, coordinate local and regional contributions to collateral generator; procurement of collateral materials as requested.
- 54) Media Buying- Planning and procurement of media space at optimal placement localities and negotiating price for guaranteed advertising placement. Variable factors for the media buy include publication sizes, station formats, pricing rates, demographics, geographic and psychographics relating to the target audience and customer's communications objectives.
- 55) Media Strategy & Planning- It involves: identifying the characteristics of the target audience or market, who should receive messages and defining the characteristics of the media that will be used for the delivery of the messages, with the intent being to influence the behavior of the target audience or market pertinent to the initial brief.
- 56) Media Advertisement Trafficking & Reconciliation- A sales and marketing strategy that involves selling advertising services to the Client Agency's audience. With Internet advertisement

trafficking, the process normally involves the creation and strategic placement of banner ads and similar tools on specific web sites. Typically, the electronic advertisements are clickable, meaning that the audience who are interested can click on the banner or text advertisement, and be redirected to a website where it is possible to make a purchase or obtain more information. This method can also involve the use of pop-up ads that appear when consumers visit specific websites in search of related information.

- 57) Photography- Responsible for all photographic aspects of a project, including capturing images for use on advertisements, collateral and websites. Prepares and delivers high resolution files. Provides post production retouching and editing.
- 58) Photo Retouching- Process of altering an image to prepare it for final presentation.
- 59) Photo/ Video Stock Research- Stock footage, and similarly, archive footage, library pictures, and file footage is film or video footage that can be used again in other films.
- 60) Production Services- Motion picture and video processing, printing, editing, duplicating, animation, graphics, special effects, negative cutting, conversions to other formats or media, stock footage, sound mixing, recording, sound sweetening, sound looping, sound effects, and automatic dialog replacement.
- 61) Project Management- The discipline of initiating, planning, executing, controlling, and closing the work of a team to achieve specific goals and meet specific success criteria.
- 62) Proofreading Services- The reading of a galley proof or an electronic copy of a publication to detect and correct production errors of text or art.
- 63) Public Relations - The practice of deliberately managing the spread of information between Contractor staff or a Client Agency and the public.
- 64) Public Relations Coordination-Responsible for crafting a positive image of the Client Agency and influencing public opinion. Duties of a Public Relations Coordinator include implementing PR strategies, managing Contractor's staff, distributing press kits and serving as a spokesperson in case of crisis.
- 65) Public Relation Crisis Communication- A sub-specialty of the public relations profession that is designed to protect and defend Contractor staff or the Client Agency or both facing a public challenge to its reputation.
- 66) Public Relation Crisis Management- The process by which the Client Agency deals with a disruptive and unexpected event that threatens to harm the Client Agency or its stakeholders.
- 67) Public Relation Media Relations-The relationship that the Contractor develops with journalists, while public relations extend that relationship beyond the media to the general public.
- 68) Public Relation Media Training- Instruct Contractor's staff on how to interact with the news media and how to gain positive media coverage for the Client Agency.
- 69) Public Relation Support- Support or administrative duties or both.
- 70) Public Relation Account Supervision- Managing accounts of different Client Agencies as well as integrated marketing, and a host.
- 71) Research Planning, Design and Management- Proposed research, stating its importance and how it will be conducted. Research design will typically include how data is to be collected, what instruments will be employed, how the instruments will be used and the intended means for analyzing data collected. Design management is a field of inquiry that uses project management, design, strategy, and supply chain techniques to control a creative process, support a culture of creativity, and build a structure and organization for design.
- 72) Research Services- Provide consultation, recruitment, development of screeners, and the development of translation and discussion guides. An analysis of data, a verbal debrief and written report will generated as a final deliverables.

- 73) Social Media Coordinator- Researching audience preferences and discover current trends. Creating engaging text, image and video content, engaging text, image and video content. Bachelor's degree either in marketing, communications, advertising, business, or a related field.
- 74) Social Media Manager- The individual monitoring, managing, contributing to, and filtering, measuring and otherwise guiding the social media presence of a brand and product. Bachelor's degree either in marketing, communications, advertising, business, or a related field.
- 75) Social Media Strategy- Involves the creation of content that is "sticky," meaning that it will get a user's attention and increase the possibility that the audience will conduct a desired action, such as purchase a product or share the content with others.
- 76) Strategic Consulting Services- The provision of information, analysis and associated services in the field of international politics and economics, with the aim of providing a better understanding of the risks and opportunities.
- 77) Strategic Planning Services- A process of defining its strategy, or direction, and making decisions on allocating its resources to pursue this strategy.
- 78) Strategic Research Services- Step-by-step plan of action that gives direction to the Contractor's thoughts and efforts, enabling to conduct research systematically and on schedule to produce quality results and detailed reporting.
- 79) Teleprompter Services- A device used to project a speaker's script onto a transparent panel in front of a television camera lens in such a way that the text remains hidden from the camera.
- 80) Translation Services- The translation of written, electronic and multimedia material and servicers to and from English and foreign languages.
- 81) Transmedia Storytelling- is the technique of telling a single story or story experience across multiple platforms and formats using current digital technologies.
- 82) Videography- Multimedia technical specialist with competencies in all aspects of broadcast-quality videography and in nonlinear editing for film and video. Filming videotapes, according to industry standards, with HD production capabilities (including state-of-the-art equipment). Applies technical proficiencies to correct color and audio. Makes creative video editing decisions in the post production of film and video productions, with capabilities to reformat film or video files for broadcast and online use.
- 83) Website Design & Development- The work involved in developing a web site for the Internet or an intranet. Web development can range from developing a simple single static page of plain text to complex web-based internet applications, electronic businesses, and social network services. A more comprehensive list of tasks to which web development commonly refers, may include web engineering, web design, web content development, client liaison, client-side and server-side scripting, web server and network security configuration, and e-commerce development.

(k) Multicultural Marketing Outreach

Multicultural marketing is the practice of marketing to one or more audiences of a specific ethnicity—typically an ethnicity outside of a country's majority culture, which is sometimes called the "general market." Typically, multicultural marketing takes advantage of the ethnic group's different cultural referents—such as language, traditions, celebrations, religion and any other concepts—to communicate to and persuade that audience.

STATE OF CONNECTICUT
DEPARTMENT OF

STATEMENT OF WORK, pursuant to Contract ____PSX____

1. STATE CONTRACT & PARTIES

Pursuant to Contract #_____, the parties to this Statement of Work are as follows:

a. Client Agency

address

point of contact

b. Contractor (to be determined)

address

point of contact

2. PROJECT OBJECTIVE—END RESULT CLIENT AGENCY WANTS

Provide project summary/what results Client Agency expects: The Client Agency seeks to purchase ABC item for use in its XYZ facility to function as 123.

3. SCOPE OF WORK—WHAT IS VENDOR PROVIDING

Goods purchased: provide details of purchase: items, volume, specifications to be required, chosen from Contract exhibits.

Services required: provide details of services

Examples:

Provide timely delivery of all assigned tasks

Work with Client Agency project team to

Use dashboard communication or agency supplied SharePoint site to store and collaborate on project documentation;

Be responsible for reviewing project tasks, schedules, and resources and make changes or additions, as appropriate; measuring and evaluating progress against the agency project management plan

Address and resolve deviations from project management plan;

Participate in regularly scheduled project status meetings;

Prepare and submit weekly status reports to Client Agency

Follow the project change control procedures;

Review the monthly project status, acting on issues, actions and recommendation as directed

Contractor shall provide knowledge transfer, end user training, specific days of training, in person, online resource.

**STATE OF CONNECTICUT
DEPARTMENT OF**

Skills and Qualifications: if a consultant, roles and qualifications s/b in contract exhibits, specify choice in Statement of Work.

4. TIMELINE/IMPLEMENTATION SCHEDULE

Contractor shall deliver all materials and provide all services necessary to accomplish [tie to project summary], in accordance with the following [timeline]-[implementation schedule]:

Options: upon acceptance of goods in accordance with G&S inspection terms
If development, implementation schedule payments upon acceptance of deliverables/user acceptance testing or acceptance of project milestones.

5. PRICE SUMMARY

Identify pricing model:

Pricing will be based per hourly rate in accordance with Contract Exhibit B, Price Schedule.

The primary work location will be _____. Fees for services under this Statement of Work will not exceed \$_____, with a total hourly effort of _____. Travel is/is not included. [may already be part of Exhibit B Price Schedule, transaction specific]

ADD AS APPLICABLE:

Work Schedule: All Contractor work shall be performed in _____ hour shifts, 5 days per week, between 8:00am and 5:00pm during Client Agency business hours (Monday to Friday), excluding State holidays.

Security/Privacy Considerations: Client Agency specific: Information accessible by the contractor employees may be sensitive, confidential or subject to the Privacy Act and/or HIPAA considerations. Contractor personnel must be familiar with and comply with the provisions of appropriate regulations and/or instructions. Signing of a confidentiality agreement will be required. The display of an access badge will be required at all times that the Contractor is present in a Client Agency location/site.

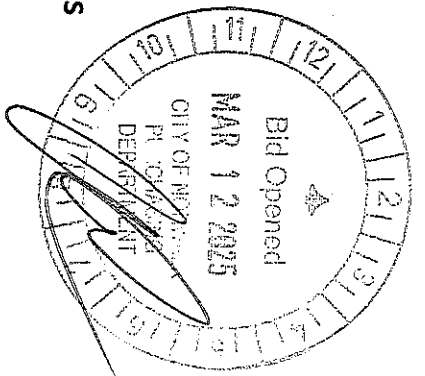


03/12/2025

RESPONSE SUMMARY - PROJECT #4427 Media, Marketing and Public Relations Services

Electronic Submissions

Thank you for your response to our RFP. The following pages are a summary of the responses received.



Supplier	Date Submitted	Name	Email	Confirmation Code
1 MAXEX PUBLIC RELATIONS, LLC	Mar 12, 2025 2:08 AM EDT	Linda Kavanagh	linda@maxexposure.net	NTg4MzUy
2 Dornenburg Kallenbach Advertising	Mar 11, 2025 10:12 AM EDT	Tod Kallenbach	todk@dk-advertising.com	NTg3NjQw
3 Film Haven Productions LLC	Mar 12, 2025 9:35 AM EDT	David Trapasso	davidtrapasso@filmhavenproductions.com	NTg4NDQ3
4 Flat Vernacular LLC	Mar 12, 2025 11:07 AM EDT	Payton Turner	payton@flatvernacular.com	NTg4NTg3
5 DINORMOUS	Mar 12, 2025 10:31 AM EDT	Rowena White	ro.white@dinormous.com	NTg4NTMz



6	Crossbow Group	Mar 12, 2025 1:52 PM EDT	Jay Bower	jpower@crossbowgroup.com	NTg4ODUz
7	Snyder Group Inc.	Mar 11, 2025 5:17 PM EDT	Emily Burnaman	eburnaman@snydergroupinc.com	NTg4MJm1
8	Strategic Design Corporation	Mar 11, 2025 12:20 PM EDT	Charles Merritt	cftmerritt@gmail.com	NTg3ODA4
9	Camelo Communication	Mar 12, 2025 1:00 PM EDT	Wilson Camelo	wilson@camelocommunication.com	NTg4Nzg2
10	Manifest Greatness Media	Mar 12, 2025 10:19 AM EDT	Tomika Anderson	manifestgreatnessmedia@gmail.com	NTg4NTEz
11	BBG&G Advertising	Mar 12, 2025 10:25 AM EDT	Deborah Garry	deborahgarry@bbgadv.com	NTg4NTIy
12	True Digital Marketing, Inc	Mar 12, 2025 11:09 AM EDT	Melinda Tillman	absstaffingnow@gmail.com	NTg4NTK0
13	silver creative group	Mar 12, 2025 11:42 AM EDT	Paul Zullo	paul@silvercreativegroup.com	NTg4Njc5
14	Miranda Creative	Mar 12, 2025 1:20 PM EDT	Kevin Aherne	Kaherne@mirandacreative.com	NTg4ODA1

Miranda Creative



CITY OF NORWALK

Request for Proposal: Project 4427 – Media Marketing and Public Relations Services

Client: City of Norwalk Economic and Community Development
City Hall, 125 East Avenue, Norwalk, CT 06857

Contact: Chris McCauley | Purchasing Officer
(203) 854-7712 | cmccauley@norwalkct.gov

From: Maria Miranda | Creative Director/Principal
(860) 823-0754 | mmiranda@mirandacreative.com

Date: 3.12.2025

Dear Mr. McCauley:

Miranda Creative is pleased to submit our proposal to provide Media, Marketing, and Public Relations Services for the City of Norwalk. With nearly 40 years of experience delivering strategic communications and brand management services, we are confident that our specialized expertise aligns with the needs outlined in your RFP.

Our agency has a great deal of experience supporting Connecticut's public sector, successfully executing large-scale campaigns for statewide agencies such as the Connecticut Department of Agriculture, CT Paid Leave, and the Department of Mental Health and Addiction Services. We have also partnered with numerous municipalities and metropolitan planning organizations across the state, giving us valuable insight into the unique challenges and opportunities faced by local government entities.

Our 30 teammates are located in every corner of Connecticut, and our clients span every county in the state, including the Women's Business Development Council in close proximity to Norwalk. Our statewide presence, coupled with our specialized knowledge and experience in public sector communications, gives us the tools to develop impactful campaigns that engage local audiences while addressing city-wide priorities.

We would be honored to support the City of Norwalk to deliver creative, effective, and results-driven marketing solutions. We welcome the opportunity to discuss our approach in more detail and answer any questions you may have.

Respectfully submitted on behalf of the community of Miranda Creative, Inc. – M2.



Table of Contents

Section 1: Executive Summary.....	3
Company Information and Contact Information.....	3
Overview: History, Structure, and Core Competencies.....	3
Our Structure.....	4
Core Competencies.....	4
Public Sector Partnerships.....	6
Approach to the Proposed Project.....	7
Ability to Provide Required Services.....	8
Section 2: Project Team Organization and Staffing.....	9
Core Project Team.....	9
Project Team Bios.....	10
Section 3: Detailed Project Approach.....	15
Overview.....	15
Scope and Methodology.....	16
Work Plan Schedule.....	19
Section 4: References / Statement of Qualifications.....	22
Overview.....	22
Current Public Sector Clients.....	22
Recent Public Sector Case Studies.....	24
Department of Agriculture (CT Grown).....	24
Town of Old Saybrook.....	28
Connecticut Paid Family and Medical Leave Authority (CT Paid Leave).....	32
City of Groton.....	36
Client References.....	39
Department of Agriculture (CT Grown).....	39
Town of Old Saybrook.....	39
Connecticut Paid Family and Medical Leave Authority (CT Paid Leave).....	40
City of Groton.....	40
Section 5: Additional Information.....	41
Budget Narrative.....	41
Proposed Yearly Budget By Unit.....	42
Proposed Yearly Budget By Deliverable.....	42
Section 6: Forms.....	47

Section 1: Executive Summary

Company Information and Contact Information

Agency Name: Miranda Creative, Inc.
Address: 18 Elm Avenue, Norwich, Connecticut 06330
Founded: 1988
Employees: 26
Website: <https://mirandacreative.com>

Primary Contact: **Maria Miranda**
Founder, Agency Principal
MMiranda@mirandacreative.com
(860) 823-0754 (mobile)

Project Lead: **Kevin Aherne**
Director of Communications
KAherne@mirandacreative.com
(413) 822-1164 (mobile)

Overview: History, Structure, and Core Competencies

Founded in 1988, Miranda Creative, Inc. began as a small, woman-owned design firm and has since evolved into a full-service, award-winning marketing and communications agency with a diverse team of 30 professionals. Over the past 36 years, we have built a strong reputation for strategic branding, digital media, graphic design, strategic communications, and responsive website development.

Headquartered in Norwich, Connecticut, our portfolio includes a broad range of clients across government agencies, municipalities, regional planning organizations, quasi-public agencies, nonprofits, and private businesses. We take pride in our ability to blend creativity with strategy to produce results-driven marketing and communication solutions.

At our core, we are passionate about making our communities better. We understand the unique challenges that public sector organizations face, including budget constraints, regulatory compliance, accessibility requirements, and the need for clear, engaging messaging that reaches every corner of a community. We willfully accept the challenge of working efficiently within time and budget limitations to maximize impact and deliver measurable results.



Our Structure

At Miranda Creative, we utilize a cohort model, assembling a customized team of specialists for each project.

This model makes us agile and highly responsive, ensuring that each client benefits from a tailored, strategic, and integrated cohort that becomes an extension of their team.

Our team includes:

- **Brand Managers** — project managers and strategists who keep projects moving forward and focused on a client's defined goals, solving any complex problems that arise along the way.
- **Graphic Designers** — creative minds who develop engaging, accessible visual assets that bring brands to life.
- **Content Developers** — strategic communicators with expertise in creating audience-specific multimedia content and public sector communications.
- **Web Developers and UI/UX Specialists** — technical experts creating custom, accessible, and user-friendly websites.
- **Digital Media Specialists** — digital experts who leverage several digital platforms to deliver precise and effective messaging to defined audiences.
- **Social Media Managers** — strategists with subject matter expertise in all social platforms with the ability to leverage each with highly effective engagement.
- **Public Relations Specialists** — communications professionals who develop earned media strategies and mass media outreach to amplify a brand's visibility.

Core Competencies

Brand Development & Strategic Communications

Our agency has developed and revitalized public-facing brands for state agencies, municipalities, and regional organizations. We conduct:

- Stakeholder research and community engagement to develop a brand identity that resonates with key audiences.
- Visual identity design, including logos, typography, color palettes, and iconography.
- Strategic messaging development, crafting clear, compelling narratives that align with organizational goals.



Marketing Strategy & Public Engagement

We develop comprehensive marketing strategies for public agencies and quasi-public organizations, ensuring inclusive, engaging, and effective outreach campaigns. Our approach includes:

- Targeted digital advertising and social media strategies to reach diverse populations.
- Community engagement initiatives to ensure two-way communication with the public.
- Public relations and media outreach, securing earned media coverage in major news outlets.

Graphic Design & Content Creation

Our graphic design expertise spans print, digital, and environmental branding, ensuring a consistent and compelling presence across all mediums. We create:

- Creative assets for digital, legacy, and social media.
- Informational brochures, reports, and legislative materials.
- Infographics, motion graphics, and other interactive media.
- Branded templates for social media and email marketing.

Digital Media, SEO, & Data Analytics

We leverage SEO best practices and data-driven insights to enhance digital visibility, including:

- Search engine optimization (SEO) strategies to improve organic search rankings.
- Paid digital media campaigns, including Google Ads, Facebook, and LinkedIn.
- Performance tracking and analytics, optimizing content based on user engagement.

Website Design & Development

We specialize in designing and developing modern, custom-built websites that exceed current accessibility standards (WCAG 2.1 AA), ADA compliance, and responsive best practices. Unlike many agencies that rely on off-the-shelf page builders, we develop sites from the ground up, ensuring:

- Custom components that fit each client's specific needs.
- User-friendly content management systems that allow stakeholders to easily update content, images and even add pages without technical expertise.



Miranda Creative



- Consistent brand identity, with coded elements that automatically align with brand colors, fonts, and style guidelines.

Event Planning & Coordination

We provide full-scale event support, from logistics and vendor management to promotional materials and on-site coordination. Our experience includes public events, galas and fundraisers, ribbon-cuttings, and press conferences.

Quick MC Facts

- Miranda Creative was **founded in 1988** and currently **employs 26 people**.
- Miranda Creative is an **approved vendor** by the Connecticut Department of Administrative Services (DAS) through **Master Service Agreement – Media, Marketing, and Public Relations Contract 24PSX0020**.
- Miranda Creative, Inc. is a State of Connecticut-recognized **Woman-Owned / Minority-Owned Business Entity (WBE/MBE)**.
- Miranda Creative, Inc. qualifies for designated **“small business set-aside”** projects from all State and Federal agencies.
- Miranda Creative, Inc. is located in a designated **“opportunity zone,”** as identified by the State of Connecticut for economic development priorities and contract preferences.
- Miranda Creative was the **2023 Eastern Connecticut Small Business of the Year** (Chamber of Commerce of Eastern CT)
- Founder and Agency Principal Maria Miranda is the **2024 U.S. Small Business Administration’s Small Business Person of the Year – Connecticut**.

Public Sector Partnerships

Miranda Creative has a long-standing commitment to supporting government agencies, municipalities, and public-serving organizations to communicate with their audiences effectively. Our experience spans:

- State agencies such as the Department of Agriculture, Office of the State Treasurer, Department of Mental Health and Addiction Services, Department of Children and Families, and Secretary of the State
- Regional government organizations, including two Connecticut Metropolitan Planning Organizations (MPOs).
- Quasi-public agencies such as Connecticut Paid Leave, Connecticut Housing Finance Authority, and CIRMA (Connecticut Interlocal Risk Management Agency).





We understand the complexities of public sector communications, including:

- Transparency and public accountability requirements.
- Compliance with state and federal accessibility laws.
- Budget-conscious strategy development to maximize impact while respecting fiscal constraints.

By combining strategic expertise, creative execution, and a deep understanding of public sector needs, we deliver solutions that inform, engage, and empower communities.

Approach to the Proposed Project

At Miranda Creative, we build specialized teams for each project, selecting the right mix of talent from our team of 26 talented professionals to meet a client's specific needs. This cohort model allows us to work as an extension of the client's internal team while keeping the full depth of our agency available for additional support. Whether the project calls for branding, web development, social media, or public relations, we bring in the right people at the right time to keep everything moving forward.

We kick off every engagement with an immersive discovery retreat, either in person or online. This session gives us time to learn about the organization, confirm priorities, and adjust plans based on new insights. Instead of treating an RFP as a rigid roadmap, we take the time to understand what's working, what's missing, and what opportunities exist to improve outcomes.

During the first 30-45 days, while getting projects underway, we handle technical setup behind the scenes. This includes securing access to Google Analytics 4, website CMS, and social media platforms while also setting up Basecamp for project management, Loomly for social media content, and Agency Analytics for data tracking. We will also either establish or gain access to important paid marketing tools such as Google Ads, Meta Business Manager, Spotify Ads, and TikTok Ads.

Importantly, in 2023, **Miranda Creative launched an in-house digital ad trade desk**, which allows us to manage digital ad campaigns directly, eliminating the need for third-party vendors, and giving us full control over budgets, targeting, and performance optimization.

Marketing and communications require a mix of long-term planning and the ability to respond to immediate needs. We develop content calendars, event marketing strategies, and promotional plans, but we also leave room for unexpected needs like crisis communications, emergency public announcements, or last-minute event promotions.





We prefer to have regular stakeholder meetings — weekly at first, then bi-weekly as projects progress — to keep everything on track and everyone up-to-date on important deliverables. For fast-moving initiatives, we run “sprint meetings” where key team members meet in quick, focused sessions (daily or a few times per week) to check progress, gather feedback, and keep projects on schedule. This approach keeps work flowing smoothly while making space for flexibility when it’s needed.

Ability to Provide Required Services

Miranda Creative brings nearly 40 years of experience in brand management, communications, and marketing across a wide range of industries, with a strong specialization in municipal and public-sector work. We have successfully partnered with state agencies, local governments, regional organizations, and quasi-public entities, delivering strategic, results-driven campaigns that engage communities and elevate public initiatives.

Our expertise spans website management, social media strategy, content development, event promotion, business outreach, and advertising — core services outlined in the City of Norwalk’s RFP.

Our team is made up of specialists in graphic design, digital strategy, content writing, video production, social media management, website development, and strategic communications. This breadth of expertise allows us to assign the right people to each aspect of a project, ensuring high-quality execution while maintaining built-in redundancies to prevent disruption due to PTO, illness, or other staffing challenges. Clients benefit not only from the dedicated cohort assigned to their engagement but also from access to our full team, who can step in as needed to keep projects moving forward efficiently. With a history of delivering on-time, on-budget solutions for municipal clients, we are well-prepared to help the City of Norwalk achieve its communication and marketing goals.



Section 2: Project Team Organization and Staffing

Core Project Team

Name	Project Role	Est. Hours	Annual Cost
Maria Miranda	Marketing Strategy, Creative Direction	36	\$5,400
Marnie Sersknas	Project Management, Client Communications, Planning, and Coordination	96	\$14,400
Greg Boyd	Digital Marketing Strategy, Campaign Management, Data Analytics, SEO	144	\$21,600
Kevin Aherne	Communications Strategy, Content Development, Outreach	96	\$14,400
Tomasz Kazmierczak	Creative Lead, Graphic Design	72	\$10,800
Allie Bryant	Social Media Management, Campaign Management	180	\$27,000
Yana Dynia	Social Media Content	180	\$27,000
Dirk Langeveld	Copywriting, Content Development	96	\$14,400
Alex Dominguez	Graphic Design	96	\$14,400
Ryan Doran	Graphic Design, Animation, Video Editing	120	\$18,000
Josh Hallee	Website Management (Back-End)	72	\$10,800
Conor Feeny	Website Management (Content)	78	\$11,700

Project Team Bios

Maria Miranda | Chief Creative Officer

Maria established Miranda Creative at the age of 23 with the vision to develop a unique brand management firm that was a transparent and positive partner to clients. Since graduating from the University of Connecticut, she has led her award-winning, 30-person company through nearly 40 years of continuous growth, with a passion for creativity and the adoption of new media/technology. Through purposeful recruitment, the agency is one of Connecticut's most diverse and inclusive — finding innovative ways to engage and retain valued team members across many time zones. Maria stays at the forefront of her industry through education and intentional outreach. She is an adjunct professor of new media for the State of Connecticut and a frequent subject matter expert on national media outlets. Maria's various accolades include being named Connecticut Small Business Person of the Year by the U.S. Small Business Administration in 2024 and Citizen of the Year by the Chamber of Commerce of Eastern Connecticut in 2014.

Marnie Serksnas | Senior Brand Manager

Marnie has a proven track record of delivering strategic planning and creative thinking to help promote brands, convey messaging to internal and external audiences, and achieve business objectives. As the primary point of contact for her clients, she works to develop and implement growth strategies, manage the production of deliverables, and ensure collaboration within the Miranda Creative team to meet client needs promptly. She is responsible for managing major client accounts, including the Connecticut Department of Mental Health and Addiction Services, Connecticut Department of Children and Families, CT Paid Leave, Governor's Prevention Partnership, and Aspira Women's Health. Marnie is a dynamic, experienced leader with more than 30 years of experience developing and overseeing omnichannel marketing and communications strategies, with a particular focus on health and wellness marketing. She was a triple major at the University of Connecticut (Communications, English, and Science) and built her marketing expertise in customer engagement, social media, planning, and analytics through an executive certification program from the Columbia Business School.

Greg Boyd | Director of Digital Marketing Services

Greg is a highly skilled professional who brings a wide breadth of digital knowledge to Miranda Creative. He has led digital advertising solutions to develop and strategically deploy experiences across multiple channels, including paid and organic social, search engine optimization (SEO), mobile messaging, and content strategy. These solutions have provided our clients with quality and consistent digital products, allowing them to achieve optimal outcomes while remaining focused on bottom-line success. Greg has





over 25 years of experience serving the healthcare, hospitality, and gaming sectors. Before joining Miranda Creative, he spent more than a decade overseeing digital strategies and solutions for the Waterford Hotel Group, working directly with some of the largest brands in hospitality. He was also part of the Mohegan Sun team, where he re-platformed their website to improve the casino's online presence.

Kevin Aherne | Director of Communications

Aherne brings a unique combination of skillsets to his dual role at Miranda Creative, with previous experience in operations management in the banking industry and nearly a decade of experience in journalism and public relations. Kevin leads the agency's business relationships, developing detailed proposals that outline how the Miranda Creative team can address each client's unique marketing needs. Building on his prior roles, including service as a reporter, editor, and Director of Communications for the City of Providence, Kevin spearheads Miranda Creative's communications and public relations efforts. He understands the public relations process from both client and media perspectives. This allows him to provide key information to media professionals and outlets, anticipate and mitigate potential exposures, and strategically deliver prioritized messaging.

Tomasz Kazmierczak | Senior Art Director

Tomasz is Miranda Creative's creative lead, bringing vision and conceptual continuity to client projects across print and digital mediums. Tomasz oversees the creative process for each client by developing strategies and concepts, guiding agency teams, and managing vendors to deliver high-quality results. He has led teams in developing creative elements for some of Connecticut's most widely known brands, including CT Grown, CT Paid Leave, WeAreCT.org, GSB, CIRMA, the Hartford Public Library, and Bishop's Orchards. In his more than 15 years of brand artistry, Tomasz' work has been recognized locally, nationally, and internationally. He also directly oversees many photo and video projects, ensuring clients have an inventory of striking images and clips that resonate across multiple platforms. Before joining Miranda Creative, Tomasz was one of the first hires of a startup marketing agency and delivered creative results that helped guide the company through a successful period of growth. He holds a degree in graphic design from the University of Hartford and has completed certificate programs in web design and marketing at the Rhode Island School of Design.

Allie Bryant | Lead Digital Strategist

Allie is responsible for ideating, strategizing, project managing, executing, and tracking comprehensive digital marketing strategies, including organic/paid social media; budget management; and integrating dynamic digital production, including email, SMS, and website development. With almost a decade of business experience and a bachelor's



Miranda Creative



degree in marketing from Regent University, Allie is a valuable resource for strategic thinking, project management, trends, best practices, design applications, and emerging technologies. While at MC, Allie successfully grew a high-profile food vendor's social media following by more than 500 people in less than 30 days with a strategic low-cost paid social strategy and grew a Connecticut state social media account to more than 2,000 followers in less than 18 months. As a seasoned troubleshooter, Allie has implemented measurable growth strategies for clients in a range of industries, including non-profits, food and beverage, agriculture, tourism, state agencies, and insurance.

Yana Dynia | Content Creator and Coordinator

Yana is a subject matter expert in creating engaging and impactful content in the digital space. She drives successful audience engagement across various social media platforms by developing and executing comprehensive and high-impact organic content strategies and materials in collaboration with Miranda Creative's brand managers. Before joining the agency, Yana was a video producer at YouTube and Google, a production coordinator at Conde Nast, and a social media manager for B&H Photo & Video. She holds a Bachelor of Fine Arts from The School of Visual Arts in New York City. Her films have been featured and distributed worldwide — most notably in the Cannes Film Festival, IFF Official Selection, Santa Monica International Film Festival, and the Official Selection NYC Short Film Festival. At Miranda Creative, Yana has overseen visual storytelling for brands that include Connecticut Grown and CT Paid Leave. In recent years, she has also helped brands navigate their presence on new and emerging platforms, including TikTok.

Dirk Langeveld | Communications Specialist

Dirk assists a diverse range of clients with content-driven needs that include strategic development, copywriting, and results-driven message delivery. While he has worked on everything from display ads to annual reports, his background in journalism makes him exceptionally skilled at long-form projects such as newsletters, blogs, and website content. Dirk assists other Miranda Creative team members with developing cohesive content strategies that deliver messaging across multiple platforms. He also supports public relations efforts to extend the reach of client news through media, chambers of commerce, partner organizations, and other platforms. Dirk's projects have included B2B and B2C messaging for the Connecticut Department of Agriculture and overseeing the email marketing strategy for multiple clients, including the Connecticut Education Association, Railroad Museum of New England, Berkshire Scenic Railway Museum, and Connecticut Art Trail.





Alex Dominguez | Graphic Designer

Alex develops creative solutions for Miranda Creative clients across digital, print, and video. She joined the MC team after building a prolific graphic design portfolio during her education at the University of Connecticut, which included helping to develop a brand identity for the Homer Babbidge Library's Liberated Zine Zone, developing and implementing visual marketing materials to increase program outreach for UConn Individualized and Interdisciplinary Studies; and creating designs for a range of clients through Design Center Press, UConn's graphic design studio. She received the Gold and Spirit of Creativity awards from the Connecticut Art Directors Club for her work on the book *Radical Modernisms* and a Silver award for the book *Liminal Home*. At Miranda Creative, Alex's work has included creating the logos for BPM Insights and the Saybrook Starlight Festival and materials for clients, including the Connecticut Department of Agriculture, Bishop's Orchards, Women's Business Development Council, and CT Paid Leave.

Ryan Doran | Graphic Designer

Ryan is skilled in both print and digital design, including visual elements for packaging, posters, logos, web animations, UI/UX, and 3D modeling. His work is strongly influenced by his background in architecture and his interest in fashion and modern art. Ryan earned a BFA in graphic design from Emmanuel College, where he was a design assistant in the Art Department. Ryan leads Miranda Creative's animation deliverables, including 3-D animations, and completed the dynamic assets used in Hartford Public Library's 250th brand refresh. He has also worked to adapt design concepts to multiple mediums, recently completing this type of work for CIRMA. Ryan has pursued his interest in fashion design outside of work by developing his own clothing brand.

Josh Hallee | Front-End Developer

Josh specializes in web accessibility and is committed to creating user-friendly experiences that are inclusive for all individuals. He has completed website builds or overhauls for clients, including the Connecticut Department of Mental Health and Addiction Services and CorePlus Credit Union. He also fulfills support requests for all of Miranda Creative's clients. Josh holds a bachelor's degree in software engineering from the New England Institute of Technology.

Conor Feeney | Data Entry Clerk

Conor works with the web team to build WordPress web pages for Miranda Creative clients. Conor ensures that each page we create is accurate, complete, well-organized, accurately categorized, and consistent. He has helped deliver websites for clients, including Burris Logistics and CorePlus Credit Union. Conor is a graduate of the



Miranda Creative



University of Connecticut. He previously focused his attention on detail as a gameplay faction consultant for Pocket Gems Inc., offering constructive feedback to this game developer through analytic data sheets and reports to developers.



Section 3: Detailed Project Approach

Overview

Managing communications for a city as dynamic as Norwalk requires a strategic, coordinated approach that balances the unique needs of individual departments with the shared priorities of the city as a whole. The scope of work outlined in the RFP spans six departments and initiatives — City of Norwalk, Visit Norwalk, Norwalk for Business, Norwalk Arts and Culture Commission, Norwalk Tomorrow, and the Norwalk Parking Authority — each with distinct objectives but also significant areas of overlap. The required services include Website Management, Social Media Management, Community Engagement, Email Marketing, Event and Promotion Support, Business Outreach and Support, Advertising, Content Creation, and Account Management and Reporting. Our approach is designed to streamline efforts across departments, maintain consistent messaging, and maximize impact through strategic alignment.

A key part of our process is identifying synergies across these departments so efforts are not duplicated but instead reinforce and amplify one another. For example, a small business-focused event in Norwalk will naturally involve Norwalk for Business, the City of Norwalk, and the Parking Authority — each playing a distinct role but needing a unified message and coordinated outreach. Through strategic planning, we can align core deliverables, create efficiencies, and strengthen public engagement. This is not only practical but also cost-effective, as it ensures that resources are used efficiently while maximizing engagement across multiple audiences.

To meet Norwalk's defined needs, we are assembling a dedicated team with the right blend of talent for each deliverable. This includes award-winning graphic designers, experienced social media and digital marketing specialists, accomplished content writers, and an innovative web development team responsible for some of Connecticut's most visible municipal and public-sector websites. Additionally, our Director of Communications, who will be embedded in this cohort, previously served as the Director of Communications for the City of Providence — bringing directly relevant experience managing communications across multiple municipal departments and executing citywide outreach strategies.

We also integrate modern technology, including AI-powered tools, to enhance efficiency and organization across our workstreams. Over the past year, we have invested in training and research to maximize the benefits of artificial intelligence in content planning, social media scheduling, and campaign optimization. It's important to emphasize, however, that AI is a tool, not a replacement for strategic expertise and creative execution. Just as a hammer does not build a house, AI does not develop and



execute a marketing strategy — but when used properly, it's a useful tool that helps us deliver high-quality work on time and within budget.

Scope and Methodology

Our methodology for successful marketing and communications campaigns is rooted in research, analytics, and community engagement to develop marketing initiatives that are informed by data, best practices, and the unique needs of Norwalk's stakeholders. Our strategies are continuously monitored and refined to maximize engagement, optimize budget allocation, and deliver measurable outcomes.

We employ advanced targeting techniques that allow us to reach specific audiences with precision. While traditional advertising methods may yield broad exposure, digital targeting enables us to hone in on audiences most likely to engage with specific events, programs, and initiatives, thereby increasing the efficacy of each campaign. Our organic media strategies deliver content that is tailored for specific platforms, leveraging emerging trends and optimizing reach through algorithmic insights.

Data-Driven Social Media Management

For each city initiative, a customized, research-backed social media strategy will be developed with targeted outreach, engagement, and measurable impact. Our approach leverages advanced analytics, audience insights, and trend analysis to maximize reach and resonance.

- **Visit Norwalk:** Daily posts on Instagram and Facebook, and 7-14 weekly Instagram stories featuring original visuals, influencer collaborations, and targeted promotions based on engagement trends and audience behavior.
- **Norwalk for Business & Norwalk Tomorrow:** Weekly content informed by industry research and audience data, highlighting economic development opportunities, planning initiatives, and local business support.
- **Norwalk Arts and Culture Commission:** A dedicated campaign showcasing public art, cultural events, and artist spotlights, with content optimized per platform for maximum engagement.
- **Norwalk Parking Authority:** Informative content showcasing convenient parking options, event communications, and promotions.
- **Engagement & Monitoring:** Active audience interaction, real-time response management, and continuous performance tracking to refine and optimize strategy.





High-Impact Content Creation & Email Marketing

Miranda Creative will develop high-quality, strategically crafted content to support communications with residents, local businesses/entrepreneurs, community leaders, and prospective business development stakeholders with consistent messaging and effective cross-platform deployment.

- **Storytelling & Articles:** Monthly blog posts for Norwalk Tomorrow, success stories for Norwalk for Business, and tourism spotlights for Visit Norwalk, developed using SEO best practices and audience insights.
- **Email Campaigns:** A weekly newsletter for Visit Norwalk and monthly newsletters for Norwalk for Business and Norwalk Tomorrow, each designed to maximize engagement and click-through rates.
- **Multilingual Capabilities:** Key event and promotional materials will be produced in English, Spanish, and Haitian Creole for inclusive access to information.

Research-Backed Website Management & Optimization

We will oversee the maintenance, enhancement, and compliance of Norwalk's websites, ensuring seamless user experience and strong search engine performance.

- **Comprehensive Website Management:** Continuous updates, content additions, and structural refinements across Visit Norwalk, Norwalk for Business, Norwalk Tomorrow, and the Norwalk Parking Authority websites.
- **Accessibility Compliance:** All digital content will meet WCAG 2.2 AA standards.
- **Metrics and Reporting:** Monthly performance reports providing comprehensive insights into user engagement, traffic trends, and areas for improvement, with recommendations for iterative optimization.

Community Engagement & Business Outreach

Public participation is critical to the success of Norwalk's initiatives. We will implement targeted engagement strategies informed by community feedback, behavioral data, and best practices in civic engagement.

- **Norwalk Tomorrow:** Interactive campaigns such as polls, surveys, and Q&A sessions to solicit and analyze public feedback.
- **Norwalk for Business:** Data-informed outreach to entrepreneurs and business owners, ensuring awareness of funding opportunities, networking events, and city resources.



- **Event Promotion & Participation:** Coordinated outreach efforts, branding, promotional materials, and strategic messaging to enhance public involvement and awareness.

Advertising & Promotional Campaigns with Advanced Targeting

Miranda Creative will manage the allocation of the \$200,000 annual advertising budget with precision, ensuring maximum return on investment. Our approach integrates real-time data analysis and audience segmentation to optimize campaign effectiveness.

- **Strategic Planning:** Research-driven ad placements across digital, print, and traditional media, aligning with audience behaviors and media consumption patterns.
- **Advanced Targeting:** Leveraging geo-fencing, behavioral data, and psychographics to reach specific demographics. For example, a terrestrial radio ad promoting business development in Norwalk might reach 100,000 people, but through advanced digital targeting, we can focus on concentrated audiences—such as small business owners, entrepreneurial podcast listeners, venture capitalists, and industry-specific professionals.
- **Performance Analytics:** Regular reporting on advertising effectiveness, using data-driven insights to refine and adjust strategies in real time for optimal impact.

Event & Promotion Support

Miranda Creative will provide comprehensive marketing support for the City of Norwalk's key events, ensuring cohesive branding and strong audience engagement.

- **Pre-Event Marketing:** Promotional graphics, advertising campaigns, and strategic social media integration designed to build anticipation and maximize turnout.
- **On-Site & Post-Event Coverage:** Live content capture, audience engagement strategies, and follow-up reporting to measure event impact.
- **Integrated Planning:** Strategic event promotion aligning with multiple departmental objectives (e.g., a small business event may involve Norwalk for Business, the Parking Authority, and Visit Norwalk).

Account Management, Data Analytics, and Reporting

Effective project oversight, task tracking, and performance analysis are central to our engagement, ensuring Norwalk's initiatives are executed with precision and accountability.

- **Dedicated Project Manager:** Overseeing timelines, deliverables, and cross-departmental coordination to ensure seamless execution.





- **Regular Status Reports:** Monthly insights into engagement metrics, campaign performance, and strategic recommendations.
- **Built-in Redundancies:** Ensuring continuity of service through structured internal workflows, preventing disruptions due to PTO or staffing changes.

With decades of experience managing municipal and public-sector communications, our diverse, 30-person team of specialists ensures that Norwalk's marketing initiatives are executed with expert precision. By leveraging data-driven strategies, learned best practices, and continuous optimization, we will elevate Norwalk's presence as a thriving, connected, and forward-thinking city. Our comprehensive approach integrates community engagement, advanced targeting, and iterative refinement to drive measurable success across all six departments and initiatives.

Work Plan Schedule

Phase 1: Onboarding & Discovery (Weeks 1–6)

The first 4–6 weeks will focus on securing access, aligning strategies, and laying the foundation for a successful engagement. Key activities include:

- **Access & Systems Setup:** Secure credentials for website CMS, social media, email marketing tools, Google Ads, Meta Business Manager, and other relevant platforms.
- **Strategic Planning:** Develop message maps, language style guides, and a multimedia campaign plan to ensure consistency across initiatives.
- **Content & Asset Review:** Establish content calendars and organize existing assets (photo/video libraries, brand standards, past campaign data).
- **Stakeholder Alignment:** Meet with department leads to refine goals, priorities, and key messaging.

Parallel Work Streams: Website updates, social media management, and content creation will begin during onboarding to maintain communication continuity.

Phase 2: Initial Rollout & Optimization (Weeks 6–12)

With foundational work complete, we will begin phased execution of all deliverables, prioritizing immediate needs while refining long-term strategies.

Key Areas of Work:

- **Website Management:** Core updates, accessibility audits, SEO enhancements, and content uploads.





- **Social Media Management:** Launch of content calendars, proactive engagement, and audience growth strategies.
- **Content Creation:** Development of articles, social posts, videos, and graphics.
- **Community Engagement:** Surveys, polls, and interactive content to foster public participation.
- **Business Outreach & Support:** Direct engagement and platform onboarding for local businesses.
- **Email Marketing:** Initiation of weekly (Visit Norwalk) and monthly (Norwalk for Business, Norwalk Tomorrow) newsletters.
- **Event & Promotion Support:** Development of promotional materials for city-wide events.
- **Advertising Strategy & Planning:** Media planning and creative development, with a campaign launch targeted for weeks 8–10.
- **Account Management & Reporting:** Initial performance reporting with actionable insights.

Phase 3: Full Execution & Ongoing Management (Months 3–12+)

With all foundational elements in place, we will shift to full-scale execution, ensuring alignment across initiatives while adapting to evolving needs.

Ongoing Deliverables & Optimization:

- **Website Management:** Continuous updates, technical enhancements, and accessibility compliance.
- **Social Media Management:** Consistent content production, engagement monitoring, and strategy refinement.
- **Community Engagement:** Monthly activations, Q&A sessions, and public input campaigns.
- **Email Marketing:** Performance-driven optimization of messaging and engagement tactics.
- **Event & Promotion Support:** Ongoing development of promotional assets.
- **Business Outreach & Support:** Targeted campaigns to engage entrepreneurs and drive economic development.
- **Advertising Campaigns:** Paid media launch within 60 days, with continuous monitoring and optimizations.





- **Content Creation:** Weekly production of graphics, articles, and videos.
- **Account Management & Reporting:** Monthly performance reports with real-time dashboard access and narrative insights.

Project Tracking & Performance Measurement

Progress will be tracked at two levels:

1. **Organizational Initiative** (e.g., Visit Norwalk, Norwalk for Business, Norwalk Tomorrow).
2. **Area of Work** (e.g., social media, website, advertising).

We utilize a real-time dashboard tool integrating data from social media, website analytics, search engines, and ad campaigns. City stakeholders have full transparency with direct access to data, supplemented by monthly reports with actionable insights.

Advertising Timeline & Budget Considerations

The paid advertising campaign will launch within 60–75 days and run continuously throughout the year. To maximize its impact, adjustments will be made based on performance data, shifting priorities, and fiscal year budget approvals.



Section 4: References / Statement of Qualifications

Overview

Miranda Creative has a proven track record of delivering strategic marketing, branding, and digital solutions for government agencies, municipal organizations, quasi-public agencies, and nonprofits that serve the public interest.

With over 36 years of experience, we have built longstanding relationships with high-profile state agencies, including the **Connecticut Department of Agriculture**, the **Connecticut Secretary of the State**, the **Office of the Connecticut State Treasurer**, and a joint initiative between the **Connecticut Department of Mental Health and Addiction Services** (DMHAS) and the **Connecticut Department of Children and Families** (DCF), where we designed and launched an **innovative website solution** that functions as a powerful search engine. This platform enables Connecticut residents to efficiently navigate and connect with critical programs and services related to mental health, substance use recovery, and prevention.

In addition to state agencies, we have worked with municipal and regional organizations to drive economic development, tourism, and public engagement. Notably, we are engaged in long-term marketing strategy planning efforts with the **Northwest Hills Council of Governments** and recently completed a concurrent brand development and website design project for the **Southeastern Connecticut Council of Governments** (SECOG). This initiative launched in mid-February 2025 ([website](#)).

Current Public Sector Clients

Connecticut Office of the State Treasurer

Marketing strategy, digital marketing, media buying, and graphic design to promote municipal bond sales to retail investors.

Connecticut Secretary of the State

Comprehensive 11-month campaign to drive increased voter participation in a non-presidential election year.

Connecticut Department of Agriculture

Brand development and comprehensive campaign to support increased engagement with locally grown and produced products and increase connectivity among Connecticut's farmers and producers.

Connecticut Department of Mental Health and Addiction Services (DMHAS) Connecticut Department of Children and Families (DCF)

Brand development, website design and development, and a comprehensive awareness campaign to promote Connecticut's programs and resources for prevention, mental health, and substance use recovery. This is a joint initiative between DMHAS and DCF.

Town of Old Saybrook

Engagement with the Department of Economic Development to develop strategies and execute campaigns designed to increase tourism and business development, including marketing and promoting the town's two signature public events.

Northwest Hills Council of Governments

Brand audit and marketing plan development to promote tourism and economic growth in the region.

Southeastern Connecticut Council of Governments

Website design and development and brand development — launched February 2025.

Connecticut Paid Leave Authority (Quasi-Public)

Brand development, strategic messaging, and communications to drive awareness and engagement with a new benefits program created with the passing of PFMLA laws in Connecticut.

Connecticut Housing Finance Authority (Quasi-Public)

Strategic media buying and digital marketing to promote the agency's programs and services.

Nonprofit Clients with Public Benefit

- Women's Business Development Council (WBDC)
- Uncas Health District
- North Central District Health Department
- Connecticut Interlocal Risk Management Agency (CIRMA)
- Generations Family Health Center
- Connecticut Education Association (CEA)
- Connecticut Area Agencies on Aging (Aging CT)
- Thames Valley Council for Community Action
- Connecticut Art Trail

Recent Public Sector Case Studies

Department of Agriculture (CT Grown)

CT Grown Re-Brand, Launch, and Comprehensive Marketing Campaign

The Connecticut Department of Agriculture sought to revitalize its 35-year-old **Connecticut Grown** brand with a fresh identity that would resonate with both farmers and consumers. Understanding that farming is more than a profession — it's a way of life — Miranda Creative developed a new brand identity with the tagline "**A Way of Life**" to reflect this meaningful connection.

Challenge

- Reinvent the Connecticut Grown brand to appeal to both producers and consumers.
- Develop a campaign that effectively communicates the cultural and lifestyle aspects of local agriculture.
- Maximize impact despite working within budget constraints.

Strategy

- Created a new brand identity with the tagline "**A Way of Life**" to capture the values of Connecticut's farming community and the benefits of choosing local products.
- Developed an experiential marketing campaign to engage audiences and build awareness through impactful storytelling.
- Strategically allocated media resources to maximize reach and engagement.

Execution

- Designed and launched the new brand identity with supporting creative assets tailored for both digital and traditional media.
- Managed a multi-channel campaign that blended media placements with direct consumer engagement strategies.
- Collaborated with the Connecticut Department of Agriculture to ensure the campaign aligned with industry priorities.

Results

- The rebrand delivered **121 million impressions** in its initial phase, exceeding engagement expectations and boosting consumer interest.

Miranda Creative



- In 2023, Miranda Creative transitioned the campaign to focus on **brand promotion**, expanding media efforts to sustain momentum.
- The expanded campaign achieved an impressive **271 million brand impressions** on a **\$200,000 total media budget** within 18 months.

By combining strategic messaging, creative storytelling, and effective media placement, Miranda Creative successfully transformed Connecticut Grown into a modern, engaging brand that continues to connect with consumers and farmers to celebrate the state's rich agricultural heritage.





Find your *Berries* at
CTGROWN.ORG



There's Always Room for
CT GROWN
On Your Plate

Find your *Eggs* at
CTGROWN.ORG



There's Always Room for
CT GROWN
On Your Plate

Find your *Oysters* at
CTGROWN.ORG

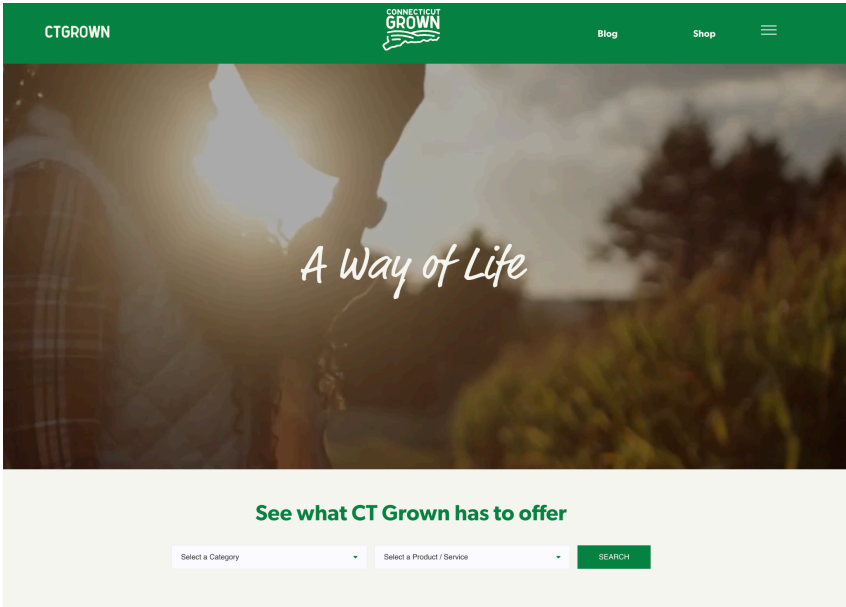


There's Always Room for
CT GROWN
On Your Plate

Connecticut Grown | A Way Of Life!

Ad <https://ctgrown.org/>

With 5,500+ producers in CT, you can find fresh, high-quality products right next door. Find locally produced products near you.





LEARN MORE ABOUT SUBSCRIPTIONS

University of Hartford
Board of Regents votes to
move from Division I to...



Tweed New Haven Airport
announces \$100 million
expansion and the arrival ...



A Goal, A Line, A Stand: A
Young Running Back At The
Texas-Mexico Border



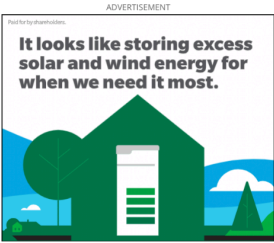
Jon Lender: Susan Bysiewicz
settles lawsuit in which she
was defendant before bei...



Will the
Trump
resurg...

Connecticut Grown program relaunched to promote state-grown foods

By JESSIKA HARKAY
HARTFORD COURANT | MAR 22, 2021 AT 4:35 PM



ADVERTISEMENT



Town of Old Saybrook

Say Old Saybrook Brand Initiative

For the past two years, Miranda Creative has proudly partnered with the Town of Old Saybrook's Economic Development Commission to develop and promote initiatives that enhance the town's profile and strengthen its community engagement.

Challenge

- Establish a recognizable brand for Old Saybrook that reflects its charm, community appeal, and vibrant cultural scene.
- Develop and promote signature town events to boost local engagement and attract visitors.
- Drive awareness and engagement through cohesive digital marketing strategies.

Strategy

- Developed the "Say Old Saybrook" brand initiative to spotlight the town's unique character and strengthen its identity.
- Created comprehensive branding, including logos, messaging, and web properties for key community events such as the Saybrook Starlight Festival and Celebrate Saybrook.
- Launched targeted media campaigns to maximize visibility and encourage engagement across multiple digital platforms.
- Supported organic social media efforts to foster community interaction and promote town initiatives.

Execution

- Delivered branding materials, including logos, event-specific assets, and website content to support ongoing initiatives.
- Managed comprehensive digital media campaigns utilizing Meta Ads (Facebook/Instagram), display ads, Google, and YouTube.
- Ensured consistent messaging across all platforms to create a unified and recognizable presence for Old Saybrook.

Results

- The Meta Ads campaign, with an investment of approximately \$8,500, generated 3.74 million impressions and 87,451 engagements since mid-2023.

Miranda Creative



- Additional digital campaigns across display ads, Google, YouTube, and CPC strategies achieved 2.28 million impressions on a budget of around \$5,000.

Through strategic branding, creative content development, and data-driven advertising campaigns, Miranda Creative has successfully helped Old Saybrook boost visibility, increase engagement, and enhance its reputation as a thriving coastal community with rich cultural offerings.

Click to watch the video:



Find What You're Looking For In Old Saybrook!



Old Saybrook Connecticut
1 subscriber

Subscribe

0



Share



Download



Save



13K views 4 weeks ago

Just a quick train ride from Boston and New York. Come find what you're looking for in Old Saybrook Connecticut. Located right on the shoreline at the intersection of routes 1, 9, and 95. Shop, Dine and Play in Old Saybrook. ...more



Miranda Creative



18 Elm Avenue, Norwich, CT 06360 • 860.887.6882 • mirandacreative.com

Miranda Creative



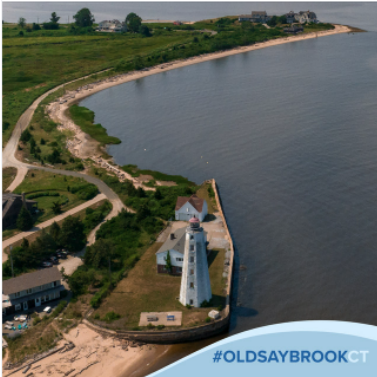
Say Old Saybrook

1.1K followers • 77 following

- Watch Now
- Message
- Follow

 **Economic Development Town of Old Saybrook**
Sponsored · 🌐

Your dream vacation is just a train ride away! 🚂 From Boston to New York, Old Saybrook, CT is the perfect spot to rejuvenate on ...[See more](#)



#OLDSAYBROOKCT

youtube.com
Take the Train to Old Saybrook
Watch more

 **Economic Development Town of Old Saybrook**
Sponsored · 🌐

🏌️ From tee-offs to trailblazing, every moment here in Old Saybrook CT is an opportunity to create cherished memories. Pack ...[See more](#)



#OLDSAYBROOKCT

youtube.com
Find What You're Looking For In Old Saybrook!
Watch more

 **Economic Development Town of Old Saybrook**
Sponsored · 🌐

Summer isn't over in Old Saybrook, CT. ☀️ Gather your friends for a shopping spree in charming boutiques, bask in the ...[See more](#)



#OLDSAYBROOKCT

youtube.com
Your Retail Therapy Getaway
Watch more





Connecticut Paid Family and Medical Leave Authority (CT Paid Leave)

Brand Development, Communications, and Community Outreach

Miranda Creative played a pivotal role in launching and promoting Connecticut Paid Leave, a new quasi-public agency designed to support employees and employers across the state. Our challenge was to engage two distinct audiences — employees seeking benefits and employers responsible for compliance — through a unified campaign that emphasized Connecticut’s commitment to supporting families and fostering work/life balance.

Challenge

- Develop a brand identity and communications strategy that resonates with both employees and employers.
- Drive employer registration and compliance while building public awareness about the program’s benefits.
- Ensure messaging was personal, relatable, and reflective of Connecticut’s diverse population.

Strategy

- Developed a brand identity focused on creating an emotional connection with the public.
- Launched a multi-phase communications plan targeting distinct employer and employee audiences.
- Created educational resources to guide employers through registration and payroll deduction processes.
- Employed user-generated content (UGC) to share authentic stories from both employers and employees, showcasing the program’s impact.
- Leveraged UGC to meet diversity and inclusion goals while ensuring messaging was relatable and reflective of Connecticut’s communities.
- Supported ongoing outreach to newly qualifying communities and victims of domestic violence, helping them understand the new benefits available to them.

Execution

- Developed clear, consistent brand messaging and educational materials to guide users through registration and claims processes.

Miranda Creative



- Created targeted campaigns that included employer/employee testimonials and content showcasing positive workplace outcomes.
- Designed a compliance-specific campaign that directly addressed non-compliant businesses and encouraged prompt action.

Results

- Achieved 137,000 employer registrations within the first four months of the campaign.
- Guided 19,700 employees through the claims process within the first year.
- Successfully prompted 10,000 non-compliant businesses to meet their registration and payroll deduction obligations through targeted messaging.

By blending thoughtful branding with data-driven communications strategies, Miranda Creative successfully helped Connecticut Paid Leave establish itself as an accessible and effective resource for both employees and employers across the state.





CT Paid Leave is coming soon!
Join our mailing list to stay up to date!



Responsabilidades de Empleador y Empleado

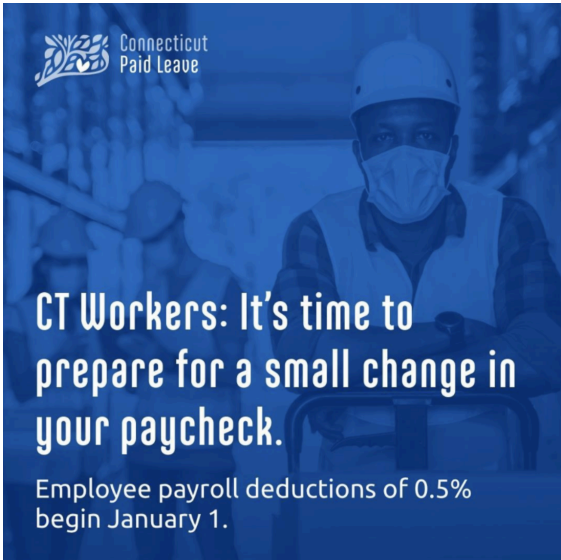
Tanto los empleadores en el Estado de Connecticut como sus trabajadores juegan un papel vital en hacer que los beneficios de reemplazo de ingresos sean accesibles para aquellos que necesitan tiempo libre para atender sus necesidades de salud personales y familiares bajo la Licencia Pagada de CT. Hay muchas necesidades de salud personal y familiar cubiertas por esta nueva legislación, que permite a los trabajadores tomar una licencia (permiso pagado) sin consecuencia de la pérdida de ingresos.



Miranda Creative







CT Workers: It's time to prepare for a small change in your paycheck.

Employee payroll deductions of 0.5% begin January 1.



"CT paid Leave is something I, as a **small business owner, only ever hoped** to be able to give to my employees."

-Corey Tolkin, Unbakeables





Andrea Barton Reeves
Chief Executive Officer





City of Groton

Brand Development and Public Communications / Outreach

The City of Groton (also known as “Groton City”), home to pivotal Revolutionary War history and the world’s first nuclear submarine, sought a brand identity that honored its rich past while embracing its modern role as a manufacturing hub. Miranda Creative was engaged to create a brand that would resonate with residents, celebrate the city's unique identity, and drive engagement.

Challenge:

- Develop a cohesive brand that reflects Groton's historical significance and contemporary industrial contributions.
- Ensure community buy-in through an inclusive and engaging process.
- Establish a platform for ongoing communication with residents and businesses.

Strategy:

- Conducted comprehensive research, including community surveys and stakeholder engagement, to gather insights directly from residents.
- Leveraged community feedback to develop a brand narrative that reflected both Groton's historical identity and its forward-looking industrial strength.
- Created a strategic messaging framework to ensure consistency across communications.

Execution:

- Developed a brand identity featuring the iconic Fort Griswold Monument, symbolizing Groton's historical role in the American Revolution.
- Introduced the tagline "History in the Making," acknowledging the city's rich past while emphasizing its ongoing contributions to innovation and industry.
- Designed and launched a comprehensive brand rollout, including promotional materials, digital assets, and community engagement initiatives.
- Produced and managed two newsletters: a **weekly** publication focused on constituent news and information and a **bi-weekly** newsletter dedicated to business and economic development in the city.

Miranda Creative



Results:

- The City of Groton brand successfully united historical pride with modern progress, fostering a renewed sense of community identity.
- The new branding received widespread positive feedback from residents and stakeholders.
- The City of Groton brand was awarded a **Silver Medal** and **two Excellence Awards** by the Connecticut Art Directors Club.
- The newsletters effectively kept residents informed, supported local businesses, and encouraged ongoing civic engagement.



Miranda Creative



Client References

Department of Agriculture (CT Grown)

Rebecca Eddy | Director of Communications

Rebecca.Eddy@ct.gov | 860-573-0323

- **Projects Completed:** 3
- **Project Names:** Brand Development | Website Development | Comprehensive Marketing Campaign
- **Project Descriptions, Approach, and Methodology:** [See Above](#)
- **Year/Length of Project:** June 1, 2022 - July 31, 2024
- **Project Budgets and Final Invoiced Amount:**
 - **Budget:** \$238,659
 - **Invoiced:** \$238,659
- **Personnel Assigned to Project and Project Role:** Maria Miranda (Strategy), Juliet Del Rio (Brand Manager), Yana Dynia (Social Media), Tomasz Kazmierczak (Art Director), Greg Boyd (Digital Marketing), Dirk Langeveld (Content Support), Brock Cataldi (Back End Developer), Josh Hallee (Front End Developer)

Town of Old Saybrook

Jennifer Donahue | Director of Economic Development and Communications

Jennifer.Donahue@oldsaybrookct.gov | 860-395-3139

- **Projects Completed:** 2
- **Project Names:** Tourism and Economic Development Marketing Campaign / Event Marketing and Planning
- **Project Descriptions, Approach, and Methodology:** [See Above](#)
- **Year/Length of Project:** May 15, 2023 - Present
- **Project Budgets and Final Invoiced Amount:**
 - **Budget:** \$78,340
 - **Invoiced:** Ongoing through 12/31/2026 (projected to remain within budget)
- **Personnel Assigned to Project and Project Role:** Maria Miranda (Strategy), Sarah Gibbons (Brand Manager), Greg Boyd (Digital Marketing), Allie Bryant (Digital and Social Media), Alex Dominguez (Graphic Design), Brock Cataldi (Back End Developer), Zack Wyeth (Front End Developer).

Miranda Creative



Connecticut Paid Family and Medical Leave Authority (CT Paid Leave)

Jessica Vargas | Chief Marketing and Communications Officer

Jessica.Vargas@ct.gov | 860-519-3043

- **Projects Completed:** 3
- **Project Names:** Brand Development | Communications Strategy and Collateral Development | Ongoing Creative Design Support
- **Project Descriptions, Approach, and Methodology:** [See Above](#)
- **Year/Length of Project:** June 2020 - Present
- **Project Budgets and Final Invoiced Amount:**
 - **Budget:** \$335,253
 - **Invoiced:** \$335,253

(Note: Current contract in place 1/1/2025 - 3/30/2025 – Budget: \$142,500)

- **Personnel Assigned to Project and Project Role:** Maria Miranda (Strategy), Melissa Tarlton (Brand Manager), Kevin Aherne (Content/Communications), Carissa DeCelles (Art Director), Greg Boyd (Digital Marketing).

City of Groton

Cierra Patrick | Economic Development Manager

PatrickC@CityofGroton.gov | 860-446-4066

- **Number of Projects Completed:** 2
- **Project Names:** Brand Development | Public Communications and Outreach
- **Project Descriptions, Approach, and Methodology:** [See Above](#)
- **Year/Length of Project:** December 20, 2020 - October 31, 2022
- **Project Budgets and Final Invoiced Amount:**
 - **Budget:** \$79,409
 - **Invoiced:** \$79,409

(Note: Under hourly rate agreement for on-demand services in 2023/2024 – Invoiced: \$29,059)

- **Personnel Assigned to Project and Project Role:** Maria Miranda (Strategy), Sarah Gibbons (Brand Manager), Emily Karam (Lead Designer), Dirk Langeveld (Content/Newsletters).



Section 5: Additional Information

Budget Narrative

We are committed to delivering a comprehensive and strategic plan that achieves all the deliverables outlined in the City of Norwalk's scope of work. Our proposed budget reflects the significant range of services required, including website management, social media strategy, community engagement, content creation, email marketing, event and promotion support, business outreach, advertising, and reporting.

As a Connecticut Department of Administrative Services (DAS) approved vendor under Master Service Agreement Contract 24PSX0020, we are pleased to offer a blended labor rate of \$150 per hour, which is approximately \$30/hour below our DAS-approved rate. This discounted rate reflects our commitment to providing value-driven services to municipal and public sector partners.

Our budget accounts for 1,266 labor hours (105.5 hours per month), allocated strategically across the various project components for efficient resource use and maximum impact. This plan is designed to meet Norwalk's immediate marketing and communication needs while also building a framework for long-term success.

Should we identify efficiencies as the project progresses, we are fully prepared to revisit the overall allocation of labor hours. Our goal is to remain flexible and responsive and align our services closely with Norwalk's evolving priorities. If adjustments are warranted, we will work with the city to amend the service agreement accordingly.

Proposed Yearly Budget By Unit

Annual Pricing is Itemized Below

Cost By Unit (click to jump to itemized list)	Annual	Monthly
<u>Project Management and Administrative Services</u>	\$7,200	\$600
<u>Norwalk Parking Authority</u>	\$18,000	\$1,500
<u>City of Norwalk</u>	\$21,600	\$1,800
<u>Visit Norwalk</u>	\$87,300	\$7,275
<u>Norwalk for Business</u>	\$15,300	\$1,275
<u>Norwalk Arts and Culture Commission</u>	\$12,600	\$1,050
<u>Norwalk Tomorrow</u>	\$27,900	\$2,325
Engagement Total	\$189,900	\$15,825

Proposed Yearly Budget By Deliverable

Cost By Deliverable (Overview)	Annual	Monthly
Website Management	\$28,800	\$2,400
Social Media Management	\$73,800	\$6,150
Community Engagement	\$7,200	\$600
Email Marketing	\$16,200	\$1,350
Event and Promotion Support	\$28,800	\$2,400
Business Outreach and Support	\$5,400	\$450
Advertising	\$9,900	\$825
Content Creation	\$7,200	\$600
Account Management and Reporting	\$5,400	\$450
Project Management and Administrative	\$7,200	\$600
Engagement Total	\$189,900	\$15,825

Miranda Creative



Project Management and Administrative	Rate	Est. Hours	Total
Project Management - Tracking Deliverables - Client Communications	\$150	24	\$3,600
Client Meetings - Weekly Touchpoints	\$150	24	\$3,600
Totals	\$150	48	\$7,200
Monthly	\$150	4	\$600

Norwalk Parking Authority	Rate	Est. Hours	Total
Website Management - Content Updates - Content Development (e.g., parking guides)	\$150	36	\$5,400
Social Media Management - Content Development (post copy) - Creative Development (post graphics)	\$150	48	\$7,200
Event Promotion and Support - Message Development - Creative Development (e.g., parking maps)	\$150	24	\$3,600
Account Management and Reporting - Data Analytics - Reporting	\$150	12	\$1,800
Totals	\$150	120	\$18,000
Monthly	\$150	10	\$1,500

City of Norwalk	Rate	Est. Hours	Total
Content Creation - Storytelling Support - Narratives on City Progress	\$150	48	\$7,200
Event and Promotion Support - Creative Development (e.g., promotional materials) - Content Development (e.g., promotional materials) - Post-Event Exposure	\$150	96	\$14,400
Totals	\$150	144	\$21,600
Monthly	\$150	12	\$1,800



Miranda Creative



Visit Norwalk	Rate	Est. Hours	Total
Website Management - Content Updates - Blog Drafting	\$150	60	\$9,000
Social Media Management - Facebook Posts (5/week) - Instagram Posts (5/week) - Instagram Reels (10/week avg.) - Creative Assets (branding/photos/graphics) - Platform Management (comments, inbox, etc.)	\$150	300	\$45,000
Business Outreach and Support - New Business Recruitment - Onboarding Assistance - Posting Events/ Specials	\$150	36	\$5,400
Email Marketing - Newsletter Development and Deployment (Weekly)	\$150	72	\$10,800
Event Promotion and Support - Coordination of campaigns for city-wide events	\$150	36	\$5,400
Advertising (Visit Norwalk + Norwalk for Business) - Development of Strategic Advertising Plan	\$150	18	\$2,700
Advertising (Visit Norwalk + Norwalk for Business) - Campaign Management, Analysis, Ongoing Adjustments	\$150	48	\$7,200
Account Management and Reporting - Data Analytics - Reporting	\$150	12	\$1,800
Totals	\$150	582	\$87,300
Monthly	\$150	48.5	\$7,275



Miranda Creative



Norwalk for Business	Rate	Est. Hours	Total
Website Management - Content Updates - Content Development (success stories + funding opportunities) - Accessibility Updates	\$150	36	\$5,400
Social Media Management - Content Development (post copy) - Creative Development (post graphics)	\$150	48	\$7,200
Email Marketing - Newsletter Development and Deployment (Monthly)	\$150	18	\$2,700
Advertising <i>Note: Included in Visit Norwalk Section</i>	\$0	0	\$0
Totals	\$150	102	\$15,300
Monthly	\$150	8.5	\$1,275

Norwalk Arts and Culture Commission	Rate	Est. Hours	Total
Social Media Management - Content Development (post copy) - Creative Development (post graphics)	\$150	48	\$7,200
Event and Promotion Support - Creative Development (e.g., promotional materials) - Content Development (e.g., promotional materials) - Post-Event Showcasing	\$150	36	\$5,400
Totals	\$150	84	\$12,600
Monthly	\$150	7	\$1,050



Miranda Creative



Norwalk Tomorrow	Rate	Est. Hours	Total
Website Management - Content Updates - Blog Drafting (1/month) - Accessibility Updates - Metrics and Reporting	\$150	60	\$9,000
Social Media Management - Content Development (post copy) - Creative Development (post graphics)	\$150	48	\$7,200
Community Engagement - Event Promotions - Interactive Content (polls, surveys, etc.)	\$150	48	\$7,200
Email Marketing - Newsletter Development and Deployment (Monthly)	\$150	18	\$2,700
Account Management and Reporting - Data Analytics - Reporting	\$150	12	\$1,800
Totals	\$150	186	\$27,900
Monthly	\$150	15.5	\$2,325





Section 6: Forms



CITY OF NORWALK
PURCHASING DEPARTMENT

SECTION 1 – RESPONSE FORMS

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

Miranda Creative, Inc.
Proposer's Name

18 Elm Avenue
Street Address

Norwich, CT 06360			
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">City</td> <td style="width: 33%;">State</td> <td style="width: 33%;">Zip</td> </tr> </table>	City	State	Zip
City	State	Zip	

Business Telephone: 860-887-6882

Email Address: MMiranda@mirandacreative.com
--

Maria Miranda; Creative Director, Agency Principal
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.	
<i>Maria Miranda</i>	March 12, 2025
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. **BIDDERS MAY NOT TAKE EXCEPTION TO SUBSTANTIVE TERMS OF STANDARD CONTRACT FORMS PROVIDED IN THE RFP/RFQ/ITB.** Exceptions must be declared below in order to be considered by the City:

No Exceptions are required.

CITY OF NORWALK PURCHASING DEPARTMENT

1.1 PROPOSAL RESPONSE FORM

Vendor Name - Miranda Creative, Inc.		
Address - 18 Elm Avenue, Norwich, CT 06360		
Phone - 860-887-6882	Fax -	Email - MMiranda@mirandacreative.com
Manager - Maria Miranda		Fed ID# 20-0244099

The undersigned hereby declares that 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 they waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that they 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 Initial Periods – Annual Fee (Twelve (12) Months)

	Year 1	Year 2	Year 3	Year 4 (Optional)	Year 5 (Optional)
City of Norwalk	\$28,800	\$28,600	\$28,800	\$28,800	\$28,800
Parking Authority	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000
Visit Norwalk	\$87,300	\$87,300	\$87,300	\$87,300	\$87,300
Norwalk for Business	\$15,300	\$15,300	\$15,300	\$15,300	\$15,300
Arts and Culture Commission	\$12,600	\$12,600	\$12,600	\$12,600	\$12,600
Norwalk Tomorrow	\$27,900	\$27,900	\$27,900	\$27,900	\$27,900
TOTAL	\$189,900	\$189,900	\$189,900	\$189,900	\$189,900

CITY OF NORWALK PURCHASING DEPARTMENT

B. CERTIFICATION

Submitted By: Maria Miranda	Signature: <i>Maria Miranda</i>
Authorized Agent of Company (Name & Title): Maria Miranda; Creative Director, Agency Principal	
	Date: March 12, 22025

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

Addendum #	1	Dated	2/25/25	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:	36	
2.	Number of personnel employed:	Part Time	Full Time
		2	24

3. List six contracts of this type/size your firm has completed within the last four years:			
Project	Date	Contact Person	Phone No.
DCF/DMHAS	2023 - Present	Peter Yazbak	860-936-1511
Dept. of Agriculture	2021-2024	Rebecca Eddy	860-573-0323
CT Treasurer	2024-Present	Amanda Nocera	860-702-3165
Town of Old Saybrook	2023-Present	Jennifer Donahue,	860-395-3139
CT Paid Leave	2020-Present	Jessica Vargas	860-519-3043
City of Groton	2020-2024	Cierra Patrick	860-446-4066

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
N/A				

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		
	X	other (specify) S Corporation		
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	<u>Connecticut corporations</u> - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?			No
	<u>Out-of -State corporations</u> - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)		Yes	No
7. CT eLICENSE (https://www.elicense.ct.gov) / Business Registration (https://business.ct.gov/?language=en_US) : CT Reg: 0535740000				
8. Is your local organization an affiliate of a parent company? If so, Indicate the principal place of business of your company and the name of the agent for service <u>if different from what has been indicated on the response form</u>:				
Business Name	N/A			
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)	X
Minority Business Enterprise (MBE)	X
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: HUB International New England, LLC Contact Name: Christine Marsico	Tel: 860-886-1400
Agency Address: 124 West Town St., Norwich, CT 06360	Email: chris.marsico@hubinternational.com

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

Miranda Creative, Inc.
18 Elm Ave, Norwich CT 06360
Maria Miranda | 860-823-0754 | MMiranda@mirandacreative.com

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

Marketing, Communications, Social Media, Website Management, Graphic Design

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 ☐

Work will be performed on Miranda Creative-owned computers.

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 ☒

No personally identifiable information is needed, only access to website and social media analytics.

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.*

1. Norwich, CT

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.*

N/A - We will not need to store any city-owned data, and we do not require access to any personally identifiable information.

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)*

S Corporation

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)*

We will need access to Google Analytics 4, back-end access to specific city websites (outlined in scope), and access to social media platforms. No information needs to be transmitted, all can be accessed through their respective platforms

No personally identifiable information is needed.

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

YES ☐ NO ☒

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

YES ☐ NO ☐

N/A

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)?

N/A

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?

Miranda Creative does not maintain a formal written information security policy, as our work does not require access to sensitive data or personally identifiable information. However, we are committed to safeguarding our internal systems and client assets by implementing industry-standard IT security protocols. Our practices include utilizing encrypted vaults to securely manage login information, enforcing two-step verification for enhanced account protection, employing security-focused software tools to mitigate risks, and operating on servers equipped with industry-standard security protections.

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

N/A

- d. Does your organization have privacy policies and procedures?

YES ☐ NO ☒

Miranda Creative does not maintain formal privacy policies and procedures, as our work does not require access to sensitive data or personally identifiable information (PII). However, we are committed to maintaining client confidentiality and protecting non-public information. All employees are bound by non-disclosure agreements, and we adhere to strict internal practices to ensure that proprietary or confidential information is not shared. Our company is built on a foundation of client trust and dedicated service, and we take this responsibility seriously in all aspects of our work.

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

N/A

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

N/A

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

N/A

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

YES ☐ NO ☐

N/A

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 ☐

N/A

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 ☐

N/A

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

YES ☐ NO ☐

N/A

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 ☒

N/A. Our work does not require access to sensitive data or personally identifiable information.

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 ☒

Miranda Creative does not have a formal enterprise risk management framework in place; however, we have established safeguards to proactively address potential risks. Our dedicated operations team meets daily to assess current conditions, identify vulnerabilities, and implement appropriate solutions to ensure issues are addressed promptly and effectively. This approach allows us to maintain a stable and responsive work environment while delivering reliable service to our clients.

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

YES ☐ NO ☒

N/A

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

N/A

- 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 ☒

N/A

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

YES ☐ NO ☒

N/A

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 ☒

Miranda Creative does not maintain a formal business continuity plan; however, we have established policies and procedures that enable real-time response to unplanned events. Our staff is fully remote-capable when necessary, ensuring uninterrupted operations. We have built-in redundancies in both staffing and file management to maintain workflow continuity, and we leverage scalable resources that can provide fractional support to meet evolving needs.

b. How often is the business continuity plan updated?

N/A

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

YES ☐ NO ☒

N/A

d. Does your organization have a disaster recovery plan?

YES ☐ NO ☒

Miranda Creative does not maintain a formal disaster recovery plan; however, we have established policies and procedures that enable real-time response to unplanned events. Our staff is fully equipped to operate remotely if necessary, ensuring continuity of service. We maintain built-in redundancies in staffing and file management to safeguard project progress, and we have scalable resources available to adapt to evolving client needs. These measures allow us to respond swiftly and effectively while minimizing disruptions.

e. How often is the disaster recovery plan updated?

N/A

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

YES ☐ NO ☒

N/A

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

YES ☒ NO ☐

Our team is set up to perform work remotely at any moment, including battery backups and remote wi-fi hot spots.

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 ☐

N/A. However, all Miranda Creative staff are located in the U.S.

State of Connecticut

Department of Administrative Services
Supplier Diversity Program

This Certifies

Miranda Creative, Inc.

As a

18 Elm Avenue Norwich CT 06360
Hispanic American Woman Owned
Small/Minority Business Enterprise
July 08, 2023 through July 08, 2025

Owner(s): Maria C. Miranda

Contact: Maria C. Miranda

E-Mail: mmiranda@mirandacreative.com

Telephone: (860) 887-6882 Ext: 509 **FAX:** (860) 887-9089

Web Address: www.mirandacreative.com

****Affiliate Companies:**



Supplier Diversity Director



Supplier Diversity Specialist

** A contractor awarded a contract or a portion of a contract under the set-aside program shall not subcontract with any person(s) with whom the contractor is affiliated.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Miranda Creative, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 18 Elm Avenue	Requester's name and address (optional)
	6 City, state, and ZIP code Norwich, CT 06360	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
2	0		-	0	2	4	4	0	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Maria Miranda</i>	Date ► <i>1-1-25</i>
------------------	--	-----------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



MIRACRE-01

CMARSICO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2025

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 License # 1780862 HUB International New England 1520 Highland Ave Cheshire, CT 06410	CONTACT NAME: Chris Marsico PHONE (A/C, No, Ext): (860) 886-1400 FAX (A/C, No): E-MAIL ADDRESS: chris.marsico@hubinternational.com
INSURED Miranda Creative, Inc. 18 Elm Ave Norwich, CT 06360	INSURER(S) AFFORDING COVERAGE INSURER A : State Auto Mutual INSURER B : The Beacon Mutual Insurance Company INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 25135 24017

COVERAGES

CERTIFICATE NUMBER:

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X		10019413CB	3/15/2025	3/15/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			10019420CA	3/15/2025	3/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WCP2291780	3/15/2025	3/15/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	WC RI			000095266	8/6/2024	8/6/2025	WC RI 1,000,000

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

Certificate Holder is included as additional insured on the General Liability, per policy provisions, as required by written contract prior to a loss or claim
Form # SB 05 01 & form # BP 14 02

CERTIFICATE HOLDER

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



DEPARTMENT OF
ENGINEERING

CITY OF NORWALK
Justin Avila
*Junior Engineer / Department
of Engineering*
125 East Avenue
Norwalk, CT 06851
Office: (475) 854-7328
www.norwalkct.gov
Justin.Avila@norwalkct.gov

MEMORANDUM

TO: Vanessa Valadares, P.E. – Chief of Operations and Public Works
James Meehan, P.E. – Principal Engineer
Drew Berndlmaier, P.E. – Senior Engineer

FROM: Justin Avila – Junior Engineer

RE: Project Bid No. 4449 BOE2025-1 - Paving of Fox Run Elementary School &
West Rocks Middle School Parking Lots

DATE: May 28, 2025

The Department of Public Works has prepared plans for Project BOE2025-1. This project consists of the paving and installation of parking lots for West Rocks Middle School, and installation of sidewalks for Fox Run Elementary School.

On March 27, 2025, the Purchasing Agent received three (3) bid packages from various construction firms for the above referenced project and the apparent low bidder is B&W Paving & Landscaping LLC with a bid amount of \$433,040.00

I have attached a copy of the selection results received from the three (3) bidders for your reference, including an itemized comparison of the bid results and Engineer's Estimate for your reference.

Therefore, I would like to request that the following items be included on the agenda for the June 3, 2025 Public Works Committee meeting:

- 1) Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and B&W Paving & Landscaping LLC for Project BOE2025-1 - Paving of Fox Run Elementary School & West Rocks Middle School Parking Lots for a sum not to exceed \$433,040.00.

Account No.		
09225010	5777	C0516
09245010	5777	C0516
09255010	5777	C0516
09265010	5777	C0516



**DEPARTMENT OF
ENGINEERING**

CITY OF NORWALK
Justin Avila
*Junior Engineer / Department
of Engineering*
125 East Avenue
Norwalk, CT 06851
Office: (475) 854-7328
www.norwalkct.gov
Justin.Avila@norwalkct.gov

- 2) Authorize the Chief of Operations and Public Works to execute orders on the contract with B&W Paving & Landscaping LLC for Project BOE2025-1 - Paving of Fox Run Elementary School & West Rocks Middle School Parking Lots for a sum not to exceed \$43,304.00.

Account No.

09225010	5777	C0516
09245010	5777	C0516
09255010	5777	C0516
09265010	5777	C0516

A copy of the bid information from the Purchasing Department for Project 4449, BOE2025-1 - Paving of Fox Run Elementary School & West Rocks Middle School Parking Lots may be found here:

<https://www.norwalkct.gov/DocumentCenter/Index/1783>



DEPARTMENT OF
ENGINEERING

City of Norwalk
Department of Operations and Public Works

Norwalk City Hall
125 East Avenue
Norwalk, CT 06856-5125
Office Telephone: (203) 854-7891
www.norwalkct.gov

BID SHEET

CITY PROJECT: BOE2025-1

Paving of Fox Run Elementary School & West Rocks Middle School Parking Lots

DATE: TUESDAY, MAY 27, 2025 2:00 P.M.

BIDDER	BID AMOUNT	BID BOND
Alcaide, Inc. D/B/A A&J Construction	\$433,345.00	
	\$436,045.00	%15
	(Corrected amount – Math Error)	
B&W PAVING & LANDSCAPING LLC	\$433,040.00	%15
	(Apparent Low Bidder)	
THE GRASSO COMPANIES LLC	\$564,552.50	%15
	\$	%
	\$	%
	\$	%
	\$	%

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0202504A	REMOVAL OF BITUMINOUS CONCRETE CURBING	100	\$4.00	\$400.00	\$21.00	\$2,100.00	\$6.00	\$600.00	\$3.00	\$300.00
0406171A	HMA SUPERPAVE 0.50" (12.5) LEVEL 2	1,200	\$138.00	\$165,600.00	\$175.00	\$210,000.00	\$178.00	\$213,600.00	\$200.00	\$240,000.00
0406267A	BITUMINOUS CONCRETE MILLING (0" -4")	11,300	\$4.40	\$49,720.00	\$5.65	\$63,845.00	\$9.75	\$110,175.00	\$10.00	\$113,000.00
0811001A	CONCRETE CURBING	100	\$27.00	\$2,700.00	\$98.00	\$9,800.00	\$60.00	\$6,000.00	\$125.00	\$12,500.00
0815001	BITUMINOUS CONCRETE LIP CURBING	100	\$12.00	\$1,200.00	\$45.00	\$4,500.00	\$28.00	\$2,800.00	\$45.00	\$4,500.00
0921001A	CONCRETE SIDEWALK	500	\$35.00	\$17,500.00	\$38.00	\$19,000.00	\$22.00	\$11,000.00	\$42.00	\$21,000.00
0922001A	BITUMINOUS CONCRETE SIDEWALK	2,500	\$70.00	\$175,000.00	\$34.00	\$85,000.00	\$75.00	\$187,500.00	\$50.00	\$125,000.00
0924007A	HANDICAP RAMPS (ADA COMPLIANT)	8	\$45.00	\$360.00	\$575.00	\$4,600.00	\$450.00	\$3,600.00	\$90.00	\$720.00
0970006A	TRAFFICPERSON (MUNICIPAL POLICE OFFICER)	1	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00
0975004A	MOBILIZATION AND PROJECT CLOSEOUT (MAX 3% OF BID)	1	\$12,000.00	\$12,000.00	\$9,000.00	\$9,000.00	\$16,500.00	\$16,500.00	\$15,000.00	\$15,000.00
1210101	4" WHITE EPOXY RESIN PAVEMENT MARKINGS	2,000	\$2.00	\$4,000.00	\$4.50	\$9,000.00	\$3.50	\$7,000.00	\$5.00	\$10,000.00
1210105	EPOXY RESIN PAVEMENT MARKINGS - SYMBOLS AND LEGENDS	45	\$8.00	\$360.00	\$100.00	\$4,500.00	\$9.50	\$427.50	\$30.00	\$1,350.00
1210124	24" WHITE EPOXY RESIN PAVEMENT MARKINGS	50	\$10.00	\$500.00	\$90.00	\$4,500.00	\$18.00	\$900.00	\$50.00	\$2,500.00
1302060A	RESET GATE BOXES	10	\$100.00	\$1,000.00	\$750.00	\$7,500.00	\$175.00	\$1,750.00	\$200.00	\$2,000.00
			\$433,040.00		\$436,045.00		\$564,552.50		\$550,570.00	

Apparent Low Bidder : B&W PAVING & LANDSCAPING LLC

Second Bidder : Alcaide, Inc. D/B/A A&J Construction

Third Bidder : THE GRASSO COMPANIES LLC



DEPARTMENT OF
ENGINEERING

CITY OF NORWALK
Yiorgos Panaelidis
*Junior Engineer / Department
of Engineering*
125 East Avenue
Norwalk, CT 06851
Office: (203) 854-7258
www.norwalkct.gov
ypanaelidis@norwalkct.gov

MEMORANDUM

TO: Vanessa Valadares, P.E. – Chief of Operations and Public Works

CC: Drew Berndlmaier, P.E. – Senior Civil Engineer
James Meehan, P.E. – Principal Engineer

FROM: Yiorgos Panaelidis – Junior Engineer

RE: Project Bid No. 4447 PM2025-1 – Pavement Management Program

DATE: May 28, 2025

The Department of Public Works has prepared plans for Project PM2025-1 Pavement Management Program. This project includes the paving of West Avenue (Wall Street to Maple Street), Arch Street, Berkeley Street, Elm Street, and Lynes Place.

On May 27, 2025, the Purchasing Agent received two bid packages from various construction firms for the above referenced project and the apparent low bidder is The Grasso Companies, LLC with a bid amount of \$1,798,671.25.

I have attached a copy of the selection results received from two (2) bidders for your reference, including an itemized comparison of bid results and Engineer's Estimate for your reference.

Therefore, I would like to request that the following items be included on the agenda for the June 3, 2025 Public Works Committee meeting:

- 1) Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and The Grasso Companies, LLC for Project PM2025-1 – Pavement Management Program for a sum not to exceed \$1,798,671.25.

Account No.		
09254021	5777	C0021
09264021	5777	C0021
09254021	5777	C0318
09264021	5777	C0318
09254021	5777	C0440
09264021	5777	C0440



CITY OF NORWALK
Yiorgos Panaelidis
*Junior Engineer / Department
of Engineering*
125 East Avenue
Norwalk, CT 06851
Office: (203) 854-7258
www.norwalkct.gov
ypanaelidis@norwalkct.gov

- 2) Authorize the Chief of Operations and Public Works to execute orders on the contract with The Grasso Companies, LLC for Project PM2025-1 – Pavement Management Program for a sum not to exceed \$179,867.13.

Account No.		
09254021	5777	C0021
09264021	5777	C0021
09254021	5777	C0318
09264021	5777	C0318
09254021	5777	C0440
09264021	5777	C0440

A copy of the bid information from the Purchasing Department for Project 4447, PM2025-1 – Pavement Management Program may be found at:
<https://www.norwalkct.gov/DocumentCenter/Index/1783>



Bid Sheet

Project: PM 2025-1 PAVEMENT MANAGEMENT PROGRAM

BID OPENING: Tuesday
MAY 27, 2025
2:00 PM

	Electronic Submittal	Bid Bond	Bidder	Bid Amount
1	Yes	Yes, 15%	The Grasso Companies, LLC	\$1,798,671.25
2	Yes	Yes, 15%	B&W Paving & Landscaping, LLC	\$1,953,870.00
3				
4				
5				

Notes:

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0202000	EARTH EXCAVATION	250	\$60.00	\$15,000.00	\$35.00	\$8,750.00	\$0.00	\$0.00	\$45.00	\$11,250.00
0202011A	EARTH EXCAVATION - REMOVE CONCRETE PAVEMENT AND GRANITE CURB CROSSWALK	210	\$215.00	\$45,150.00	\$50.00	\$10,500.00	\$0.00	\$0.00	\$200.00	\$42,000.00
0304002	PROCESSED AGGREGATE BASE	40	\$85.00	\$3,400.00	\$2.00	\$80.00	\$0.00	\$0.00	\$80.00	\$3,200.00
0403876A	10" RECLAMATION - ASPHALT GRAVEL BASE	13,450	\$7.25	\$97,512.50	\$6.00	\$80,700.00	\$0.00	\$0.00	\$9.00	\$121,050.00
0406171A	HMA SUPERPAVE 0.50" (12.5) LEVEL 2	2,625	\$140.00	\$367,500.00	\$150.00	\$393,750.00	\$0.00	\$0.00	\$180.00	\$472,500.00
0406172A	HMA SUPERPAVE 0.375" (9.5) LEVEL 2	2,390	\$156.00	\$372,840.00	\$150.00	\$358,500.00	\$0.00	\$0.00	\$185.00	\$442,150.00
0406201A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (MAJOR ARTERIAL) MIN BID - SEE SPECIAL NOTES	700	\$177.50	\$124,250.00	\$70.00	\$49,000.00	\$0.00	\$0.00	\$215.00	\$150,500.00
0406203A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (COLLECTOR) MIN BID - SEE SPECIAL NOTES	250	\$120.00	\$30,000.00	\$70.00	\$17,500.00	\$0.00	\$0.00	\$130.00	\$32,500.00
0406267A	BITUMINOUS CONCRETE MILLING (0" - 4")	17,900	\$6.00	\$107,400.00	\$6.00	\$107,400.00	\$0.00	\$0.00	\$8.00	\$143,200.00
0406280A	MILL FULL LANE 1.5" (> 200 LF)	700	\$3.00	\$2,100.00	\$9.00	\$6,300.00	\$0.00	\$0.00	\$8.00	\$5,600.00
0406452A	BITUMINOUS CONCRETE 1.5" OVERLAY FULL LANE (> 200 LF)	60	\$215.00	\$12,900.00	\$250.00	\$15,000.00	\$0.00	\$0.00	\$200.00	\$12,000.00
0406998A	DENSITY ADJUSTMENT	1	\$14,000.00	\$14,000.00	\$14,000.00	\$14,000.00	\$0.00	\$0.00	\$14,000.00	\$14,000.00
0406999A	ASPHALT ADJUSTMENT COST	1	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$0.00	\$0.00	\$75,000.00	\$75,000.00
0507042A	RESET CATCH BASIN	35	\$1,200.00	\$42,000.00	\$2,500.00	\$87,500.00	\$0.00	\$0.00	\$1,200.00	\$42,000.00
0507781	RESET MANHOLE	65	\$1,250.00	\$81,250.00	\$1,900.00	\$123,500.00	\$0.00	\$0.00	\$1,200.00	\$78,000.00
0507792A	RECONSTRUCT CATCH BASIN	15	\$775.00	\$11,625.00	\$5,000.00	\$75,000.00	\$0.00	\$0.00	\$1,000.00	\$15,000.00
0651344A	STORM DRAINAGE ALLOWANCE	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$10,000.00
0813015A	5' X 16" GRANITE STONE CURBING (STRAIGHT)	65	\$80.00	\$5,200.00	\$200.00	\$13,000.00	\$0.00	\$0.00	\$80.00	\$5,200.00
0921001A	CONCRETE SIDEWALK	750	\$17.00	\$12,750.00	\$40.00	\$30,000.00	\$0.00	\$0.00	\$17.00	\$12,750.00
0921011A	CONCRETE DRIVEWAY RAMP	500	\$19.00	\$9,500.00	\$45.00	\$22,500.00	\$0.00	\$0.00	\$20.00	\$10,000.00
0921021A	RELAY PRECAST CONCRETE PAVEMENT SIDEWALK AND DRIVEWAY	72	\$15.00	\$1,080.00	\$30.00	\$2,160.00	\$0.00	\$0.00	\$80.00	\$5,760.00
0924007A	HANDICAP RAMPS (ADA COMPLIANT)	16	\$500.00	\$8,000.00	\$50.00	\$800.00	\$0.00	\$0.00	\$700.00	\$11,200.00
0944003A	FURNISHING AND PLACING TOPSOIL	15	\$15.00	\$225.00	\$14.00	\$210.00	\$0.00	\$0.00	\$85.00	\$1,275.00
0950003A	TURF ESTABLISHMENT (LAWN)	600	\$2.00	\$1,200.00	\$5.00	\$3,000.00	\$0.00	\$0.00	\$5.00	\$3,000.00
0970006A	TRAFFICPERSON (MUNICIPAL POLICE OFFICER)	1	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$100,000.00	\$100,000.00
0980003A	PROJECT SURVEY AND STAKEOUT	1	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	\$3,500.00
1002203	TRAFFIC CONTROL FOUNDATION PEDESTAL - TYPE 1	2	\$1,000.00	\$2,000.00	\$2,000.00	\$4,000.00	\$0.00	\$0.00	\$1,000.00	\$2,000.00

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1008215A	2" RIGID METAL CONDUIT - UNDER ROADWAY	95	\$60.00	\$5,700.00	\$200.00	\$19,000.00	\$0.00	\$0.00	\$100.00	\$9,500.00
1209472A	STAMPED ASPHALT SURFACING SYSTEM	8,000	\$26.00	\$208,000.00	\$35.00	\$280,000.00	\$0.00	\$0.00	\$30.00	\$240,000.00
1210101	4" WHITE EPOXY RESIN PAVEMENT MARKINGS	2,750	\$0.75	\$2,062.50	\$2.00	\$5,500.00	\$0.00	\$0.00	\$1.00	\$2,750.00
1210103	4" DOUBLE YELLOW EPOXY RESIN PAVEMENT MARKINGS	2,275	\$1.50	\$3,412.50	\$4.00	\$9,100.00	\$0.00	\$0.00	\$1.50	\$3,412.50
1210105	EPOXY RESIN PAVEMENT MARKINGS - SYMBOLS AND LEGENDS	275	\$7.25	\$1,993.75	\$8.00	\$2,200.00	\$0.00	\$0.00	\$7.50	\$2,062.50
1210109	6" WHITE EPOXY RESIN PAVEMENT MARKINGS	3,500	\$1.00	\$3,500.00	\$3.00	\$10,500.00	\$0.00	\$0.00	\$1.50	\$5,250.00
1210124	24" WHITE EPOXY RESIN PAVEMENT MARKINGS	560	\$14.50	\$8,120.00	\$7.00	\$3,920.00	\$0.00	\$0.00	\$8.75	\$4,900.00
1302060A	RESET GATE BOXES	60	\$175.00	\$10,500.00	\$200.00	\$12,000.00	\$0.00	\$0.00	\$60.00	\$3,600.00
			\$1,798,671.25		\$1,953,870.00		\$0.00		\$2,096,110.00	

Apparent Low Bidder : THE GRASSO COMPANIES LLC
Second Bidder : B&W PAVING & LANDSCAPING, LLC
Third Bidder :



DEPARTMENT OF
ENGINEERING

CITY OF NORWALK
Drew Berndlmaier, PE
Senior Civil Engineer
Department of Engineering
125 East Avenue
Norwalk, CT 06850
Office: (203) 854-7879
Mobile (optional): (203) 216-1463
www.norwalkct.gov
dberndlmaier@norwalkct.gov

MEMORANDUM

TO: Vanessa Valadares, P.E. – Chief of Operations and Public Works
James Meehan, P.E. – Principal Engineer

FROM: Drew Berndlmaier, P.E. – Senior Engineer

RE: PM 2023-5 – Pavement Management Program: Technical Correction

DATE: May 28, 2025

The Department of Public Works would like to request that the following technical correction be included on the agenda for the June 3, 2025 Public Works Committee meeting.

1. Technical Correction of Common Council Action of September 12, 2023, Items E.2a & E.2b to add account number 09 26 4021 5777 C0021.

E.2a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with The Grasso Companies LLC. for Purchasing Project 4310, PM2023-5 PAVEMENT MANAGEMENT PROGRAM for a sum not to exceed \$6,331,657.50 with the option to extend this Agreement for two (2) additional terms of one (1) year.

Account No.

13 4010 5796 APW10
09 22 4021 5777 C0021
09 23 4021 5777 C0021
09 24 4021 5777 C0021
09 24 4021 5777 C0503
03 00 00 2602
09 26 4021 5777 C0021

E.2b. Authorize the Chief of Operations and Public Works to execute Orders on Contract with The Grasso Companies LLC. For Purchasing Project 4310, PM2023-5 PAVEMENT MANAGEMENT PROGRAM for a sum not to exceed \$633,165.75.

Account No.

13 4010 5796 APW10
09 22 4021 5777 C0021
09 23 4021 5777 C0021
09 24 4021 5777 C0021
09 24 4021 5777 C0503
03 00 00 2602
09 26 4021 5777 C0021



DEPARTMENT OF
ENGINEERING

CITY OF NORWALK
Drew Berndlmaier, PE
Senior Civil Engineer
Department of Engineering
125 East Avenue
Norwalk, CT 06850
Office: (203) 854-7879
Mobile (optional): (203) 216-1463
www.norwalkct.gov
dberndlmaier@norwalkct.gov

MEMORANDUM

TO: Vanessa Valadares, P.E. – Chief of Operations and Public Works
James Meehan, P.E. – Principal Engineer

FROM: Drew Berndlmaier, P.E. – Senior Engineer

RE: PM 2023-5 – Pavement Management Program: Technical Correction

DATE: May 28, 2025

The Department of Public Works would like to request that the following technical correction be included on the agenda for the June 3, 2025 Public Works Committee meeting.

1. Technical Correction of Common Council Action of September 12, 2023, Items E.2a & E.2b to add account number 09 26 4021 5777 C0021.

E.2a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with The Grasso Companies LLC. for Purchasing Project 4310, PM2023-5 PAVEMENT MANAGEMENT PROGRAM for a sum not to exceed \$6,331,657.50 with the option to extend this Agreement for two (2) additional terms of one (1) year.

Account No.

13 4010 5796 APW10
09 22 4021 5777 C0021
09 23 4021 5777 C0021
09 24 4021 5777 C0021
09 24 4021 5777 C0503
03 00 00 2602
09 26 4021 5777 C0021

E.2b. Authorize the Chief of Operations and Public Works to execute Orders on Contract with The Grasso Companies LLC. For Purchasing Project 4310, PM2023-5 PAVEMENT MANAGEMENT PROGRAM for a sum not to exceed \$633,165.75.

Account No.

13 4010 5796 APW10
09 22 4021 5777 C0021
09 23 4021 5777 C0021
09 24 4021 5777 C0021
09 24 4021 5777 C0503
03 00 00 2602
09 26 4021 5777 C0021

and recreational and open space area for the South Norwalk School.

- (5) 16 Meadow Street Ext., Norwalk, CT, to provide for enhanced vehicular and student access, additional parking, and recreational and open space area for the South Norwalk School.
- (6) A portion of real property identified as Portion of Parcel A to be Deeded to the City of Norwalk, Area = 44,338 s.f.± (1.01786 Acres), and Portion of Lots 8 & 9 to be Deeded to the City of Norwalk, Area = 4,426 s.f. ± (.010161 Acres) on and as shown in a certain map entitled "Boundary Survey (Parcel A and Lots 8 & 9)" Scale 1' = 30' dated July 27, 2023 prepared by Langan CT, Inc., on file in Building Management Department of the City of Norwalk, to provide for right-of-way improvements including removing existing sightline obstruction by the modification of travel lane and reconfiguration of the intersection at the South Main Street/Meadow Street/ Wilson Avenue/Meadow Street Extension and other right of way improvements.
- (7) A portion of real property known as 11 Belden Avenue, Norwalk identified as Parcel "X" Area: 11,227.63 Sq. Ft. or 0.258 acres (To Be Conveyed To City of Norwalk) on and as shown in a certain map entitled Map of Property 587, LLC Showing Land to be conveyed to City of Norwalk, #11 Belden Avenue, Norwalk, CT" Scale 1" = 20' dated July 19, 2023 prepared by Advanced Surveying Land Surveyors, on file in Building Management Department of the City of Norwalk, for expansion of the Norwalk library located at 1 Belden Avenue including expansion of the existing footprint of the library, additional parking and/or other ancillary facilities servicing the library.

AUTHORIZED

E. PUBLIC WORKS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute an Agreement, between the City of Norwalk and John Turner Consulting, Inc, resulting from Project #4308 Request for Qualifications Pavement Design and Construction Services for pavement engineering and consulting services in connection with the Pavement Management Program. The Agreement is to establish a three (3) year base period, with two (2) one-year options and an annual sum not to exceed \$250,000.00 per year.

Account No. 09 23 4021 5777 C0021
09 24 4021 5777 C0021
09 25 4021 5777 C0021
09 26 4021 5777 C0021
09 27 4021 5777 C0021
09 28 4021 5777 C0021

AUTHORIZED

- 2a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with The Grasso Companies LLC. for Purchasing Project 4310, PM2023-5 PAVEMENT MANAGEMENT PROGRAM for a sum not to exceed \$6,331,657.50 with the option to extend this Agreement for two (2) additional terms of one (1) year.

Account No. 13 4010 5796 APW10
09 22 4021 5777 C0021
09 23 4021 5777 C0021
09 24 4021 5777 C0021
09 24 4021 5777 C0503
03 00 00 2602

AUTHORIZED

- 2b. Authorize the Chief of Operations and Public Works to execute Orders on Contract with The Grasso Companies LLC. for Purchasing Project 4310, PM2023-5 PAVEMENT MANAGEMENT PROGRAM for a sum not to exceed \$633,165.75.

Account No. 13 4010 5796 APW10
09 22 4021 5777 C0021
09 23 4021 5777 C0021
09 24 4021 5777 C0021
09 24 4021 5777 C0503
03 00 00 2602

AUTHORIZED

3. Technical correction of the Common Council Action of August 8, 2023, Item VII.B.9, to Authorize the Mayor, Harry W. Rilling, to execute a First Amendment to the Woods Men's and Boy's Clothing contract dated July 23, 2021, for Project No. 4087 for a sum not to exceed \$25,000 for fiscal year 2023/24 with an option to extend for two (2) additional terms of one (1) year each.

Account No. 01 40 21 5276

APPROVED

F. ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute all forwarding documentation required by HUD to submit the PY48 CAPER.

CONSENT TO TABLE TO NEXT MEETING

2. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Tri-State LED for \$36,217.40 to upgrade the electrical fixtures in the island adjacent to Maritime Aquarium.

Account No. 510000 5796 GGP08
0923 3710 5777 C0773

AUTHORIZED

3. Authorize the Mayor, Harry W. Rilling, to execute an amendment to the CDM Smith agreement to include an additional \$27,150 for the Hamilton Ave Staircase.

Account No. 520000 5796 MLK01

AUTHORIZED

4. Authorize the Mayor, Harry W. Rilling, to execute a contract with You Are Not Alone Murals, Purpose Projects NY, in an amount not to exceed \$25,000 to install a mural located on Brien McMahon High School as approved by Norwalk Public Schools facilities and administration.

Account No. 0922 3760 5777 C0804
0923 5777 C0804

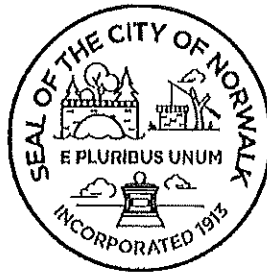
AUTHORIZED

5. Authorize the Mayor, Harry W. Rilling, to execute a contract with ARC Sound. Stage. Lighting. LLC to install and produce stages and lighting and secure entertainment for the City of Norwalk Nightfair on Washington Halloween Event in an amount not to exceed \$75,000 via sole source procurement.

Account No. 133710 5796 AEC16
0924 3780 5777 C0680

AUTHORIZED

VIII. RESOLUTIONS FROM COMMON COUNCIL



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 5/28/25

DEPARTMENT: Operations/Highway

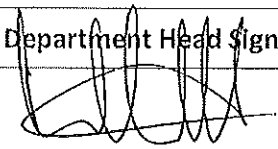
Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under Informal competitive Quotations (§3-204), Informal Competitive Request for Proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

☐	1	The item is available only from a single source (justification is attached). The provisions of this regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Guideline on Emergency Procurements
☐	2	After solicitation of several sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
☐	3	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
☒	4	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote, and the contract/agreement number)
☐	5	The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency contingency is attached). Please forward this form and supporting documentation within 48 hours of the Emergency
☐	6	Other, please explain:

TOTAL COST: \$143,789.00 MUNIS Account: #09264031-5777-C0313

VENDOR: The W.I. Clark Company

Purchasing Agent Signature		The Purchasing Agent		Department Head Signature	
Digitally signed by Sharon Conners		☒	Supports		
Purchasing Agent Name		☐	Does Not Support	Department Head Name	
Date: 2025.05.30 11:17:50 -04'00'		☐	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	5/28/24	
				Date	

JUSTIFICATION:

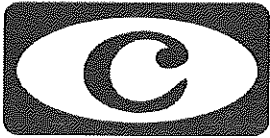
Purchase of a 2025 John Deere 85P Compact Excavator for Highway Dept. This purchase is available on SourceWell contract #011723-JDC. This machine will be used by the Highway Dept. to maintain and rebuild City drainage infrastructure. The current practice requires multiple machines to be on site to handle heavy basin drain components. This machine will allow Highway personnel to handle this work with a higher level of site safety and with more efficiency.

ANY OTHER VENDORS CONTACTED FOR PRICING? (Please attach quotes): _____

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency _____



SINCE 1925
www.wiclark.com

THE W.I. CLARK COMPANY

30 BARNES INDUSTRIAL PARK RD
WALLINGFORD, CT 06492 203-265-6781
DANBURY 203-775-1203 - PLAINFIELD 860-642-3500

ALL REMITTANCES TO:
P.O. BOX 300, WALLINGFORD, CT 06492



JOHN DEERE

May 30, 2025

Prepared for
CITY OF NORWALK-DPW (# 1575100)
15 SOUTH SMITH ST / ATT:FLEET SERVIES CLERK
NORWALK, CT 06855

Quote # 83757 Prepared by

Peter Clark
mobile # : 860-836-6951
pclark@wiclark.com

Machine Specifications

Purchase Price \$143,789

2025 JOHN DEERE 85 P-TIER Stock #: Serial #: FACTORY ORDER Hours:

85 P-TIER. CAB. 18" RBR TRK PAD. 6'11" ARM. BACKFILL BLADE ANGLE(4WAY) W/FLOAT. WERK BRAU
HYDRAULIC COUPLER. HYDRAULIC CLAMP(2TINE). 24"HD BUCKET. 18"HD BUCKET.

JOHN DEERE LIST: \$181,354

SOURCEWELL DISCOUNT 33% OFF LIST(CONTRACT #011723-JDC)

SOURCEWELL PRICE AFTER DISCOUNT: \$121,507

WERK BRAU HYDRAULIC COUPLER, HYDRAULIC CLAMP, 24"HD BUCKET, 18"HD BUCKET: \$11,986

INCOMING FREIGHT & DELIVERY: \$2,489

PDI & INSTALLS: \$6,523

(3)MANUALS: \$1,284

CITY OF NORWALK SOURCEWELL ID#97613

(PRICE SUBJECT TO CHANGE)

Sales Tax	\$0.00
Quote Amount	\$143,789.00
Cash or Financed Amount	\$143,789.00

Warranty

12 month full coverage (no hour limit). Includes 5yr/3000hr Emission and 3yr/10000 StructurALL coverage. Ask sales representative for Complete Warranty Details.

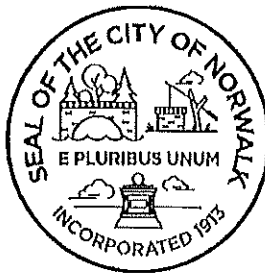
Quote Terms & Conditions

This quote is good for 10 days from the date printed on the top and is subject to prior sale of the machine offered. This offer is also contingent on approval by the renting/leasing/financing source. On delivery we will provide a walk around to instruct your personnel on the machine's basic operation. All operators should read the operator's manual provided to insure safe and efficient use of the machine. Machine is provided FOB NORWALK CT.

The W.I. Clark Company is grateful for the opportunity to assist with your Construction Equipment and Worksite products needs. All of our employees at our three locations will continue to work hard to earn your future business.

Customer signature

Date



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 5/28/25

DEPARTMENT: Operations/Highway

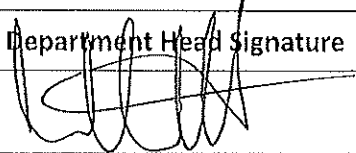
Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under informal competitive Quotations (§3-204), Informal Competitive Request for Proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

☐	1	The item is available only from a single source (justification is attached). The provisions of this regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Guideline on Emergency Procurements
☐	2	After solicitation of several sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
☐	3	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
☒	4	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote, and the contract/agreement number)
☐	5	The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency contingency is attached). Please forward this form and supporting documentation within 48 hours of the Emergency
☐	6	Other, please explain:

TOTAL COST: \$179,088.00 MUNIS Account: #09264031-5777-C0313

VENDOR: The W.I. Clark Company

Purchasing Agent Signature		The Purchasing Agent		Department Head Signature	
Sharon Conners Digitally signed by Sharon Conners Date: 2025.05.30 11:22:39 -04'00'	☒	Supports	 Department Head Name <u>5/28/24</u> Date		
	☐	Does Not Support			
	☐	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?			

JUSTIFICATION:

Purchase of 2025 John Deere 410P Backhoe Loader for Highway Dept. This purchase is available on SourceWell contract #011723-JDC. Highway Dept.'s current 410 backhoe loader is nearing the end of it's service life and downtime from repairs have been problematic in times the machine has been needed for scheduled and emergency work.

ANY OTHER VENDORS CONTACTED FOR PRICING? (Please attach quotes): _____

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



SINCE 1925
www.wiclark.com

THE W.I. CLARK COMPANY

30 BARNES INDUSTRIAL PARK RD
WALLINGFORD, CT 06492 203-265-6781
DANBURY 203-775-1203 - PLAINFIELD 860-642-3500

ALL REMITTANCES TO:
P.O. BOX 300, WALLINGFORD, CT 06492



JOHN DEERE

May 30, 2025

Prepared for

CITY OF NORWALK-DPW (# 1575100)
15 SOUTH SMITH ST / ATT:FLEET SERVICES CLERK
NORWALK, CT 06855

Quote # 83603 Prepared by

Peter Clark
mobile # : 860-836-6951
pclark@wiclark.com

Machine Specifications

2025 JOHN DEERE 410 P-TIER Stock #: Serial #: FACTORY ORDER Hours:

Purchase Price \$179,088

JOHN DEERE LIST: \$269,237
SOURCEWELL DISCOUNT 41% OFF LIST(CONTRACT #011723-JDC)
SOURCEWELL PRICE AFTER DISCOUNT: \$158,849
INCOMING FREIGHT & DELIVERY: \$4,200
PDI: \$1,740
(3)MANUALS, LIC PLATE BRACKET: \$2,124
WERK BRAU 24" POWER GRIP BUCKET: \$11,223
AUX HYD FOR AUGER: \$952

CITY OF NORWALK SOURCEWELL ID#97613

(PRICE SUBJECT TO CHANGE)

Sales Tax	\$0.00
Quote Amount	\$179,088.00
Cash or Financed Amount	\$179,088.00

Warranty

12 month full coverage (no hour limit). Includes 5yr/3000hr Emission and 3yr/10000 StructurALL coverage. Ask sales representative for Complete Warranty Details.

Quote Terms & Conditions

This quote is good for 10 days from the date printed on the top and is subject to prior sale of the machine offered. This offer is also contingent on approval by the renting/leasing/financing source. On delivery we will provide a walk around to instruct your personnel on the machine's basic operation. All operators should read the operator's manual provided to insure safe and efficient use of the machine. Machine is provided FOB CUST YARD.

The W.I. Clark Company is grateful for the opportunity to assist with your Construction Equipment and Worksite products needs. All of our employees at our three locations will continue to work hard to earn your future business.

Customer signature

Date

TO: Norwalk's Common Council

FROM: Diana Paladino Christopher, Republican Registrar of Voters
Stuart W. Wells, III, Democratic Registrar of Voters

DATE: June 5, 2025

RE: Gift of New Voting Machines From State of Connecticut and Poll Worker Management Software

1) Gifted Election Equipment from the State of Connecticut and Procurement of ES&S Maintenance and Support Services.

The State of Connecticut enacted P.A. 25-5 on May 19, 2025, which granted the State the authority, pursuant to a newly enacted Section 9-239(b), to gift new election equipment to municipalities. The Secretary of State's office has provided the City with a letter acknowledging the gifted equipment. Pursuant to CGS Section 9-239(b) and the letter from the Secretary of State's office the City is required to procure from ES&S hardware and software maintenance and support services. The cost for the Support Services for the first year is \$20,675.00. Under the terms of the master agreement, procurement of these support services is by municipal purchase order referencing the master agreement.

2) EasyVote Software

The EasyVote software provides Pollworker management that will replace the current paper system with an online and more user-friendly system. On average the City hires between 200-250 poll workers. The first-year cost for this software license is \$4,900.