



ARTS & CULTURAL COMMISSION
TUESDAY, DECEMBER 3, 6:00 PM
AGENDA

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 (insert name here) at (insert email here) with the subject line "Public Comment" to provide written public comment prior to the meeting.

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC PARTICIPATION

IV. ADMINISTRATION

- a. Approve the minutes of the November 12, 2024, meeting of the Arts and Cultural Commission.

V. NEW BUSINESS

- a. Budget – Sabrina Godeski, Bob Abriola, and Brian Kaspr
 - i. Current
 - ii. Requests
- b. Event Recap – Janay Sylvester
 - i. Creative Mixer
- c. Website Updates – Sabrina Godeski
- d. Review of the Artist Selection Policy – Brian Kaspr & Sabrina Godeski
- e. Review of the updates Traffic Graphic Guidelines and Application – Sabrina Godeski
- f. Arts and Cultural Plan Update – Sabrina Godeski

- g. Gallery Calls
 - i. Mayor's Gallery
 - ii. People's Gallery
- h. General Committee Member Updates

VI. OLD BUSINESS

VII. ADJOURNMENT

**CITY OF NORWALK
ARTS & CULTURAL COMMISSION
TUESDAY, NOVEMBER 12, 2024
VIA TELECONFERENCE**

ATTENDANCE: Brian Kaspr; Chair, Danny L. George, Robert Abriola, Nori Grudin,
Steven Rust, Melissa Matuska, Marc Allan (6:04 p.m.)

STAFF: Sabrina Godeski

OTHER: Ash Nichols

I. CALL TO ORDER

Mr. Kaspr called the meeting to order at 6:00 p.m.

II. ROLL CALL

Mr. Kaspr called the roll as reflected above

III. PUBLIC PARTICIPATION

Diane Lauricella
21 Little Fox Lane

Ms. Lauricella discussed reviewing the artist selection policy. She requested information on what defined a qualified artist. She suggested their objective should be to define regional and give preference to local and regional artists. She also noted, that where projects were being considered there was a need for the selection committee to have members responsible to the local constituents.

Due to technical issues, Ms. Lauricella could not continue.

It was noted Ms. Lauricella made some incorrect statements about the selection process. These statements were corrected for the record to correct the accuracy of the decision-making process. It was also noted that members of the Common Council have always been present at meetings. It was suggested if there is space Ms. Lauricella might join the committee.

Ms. Lauricella complained about the Zoom Workplace system. She asked if this was the final version of the policy. Mr. Kaspr stated this was the very beginning. Ms. Lauricella stated due to technical issues she would submit her suggestions in writing.

IV. ADMINISTRATION

- a. Approve the minutes of the October 1, 2024, meeting of the Arts and Cultural Commission.

Mr. Kaspr noted under V. New Business Item B 367 needed to be changed to Space 67.

Mr. Alan joined the meeting at 6:04 p.m.

- ** MR. ABRIOLA MOVED TO APPROVE THE MINUTES OF THE OCTOBER 1, 2024 MEETING.**
- ** MS. GRUDIN SECONDED THE MOTION.**
- ** THE MOTION PASSED WITH FIVE AYES AND THREE ABSTENTIONS (MR. ALLAN, MR. RUST, AND MR. GEORGE).**

V. NEW BUSINESS

- a. Budget Review – Bob Abriola & Sabrina Godeski
 - i. FY26 – Budget Requests (Capital and Operating)

Ms. Godeski presented the budget review. She indicated there were no changes from the previous report. She explained the various expenditures and stated they would be shown in the next report. She noted the receipt of the packages for the operating and capital budgets for the finance/budget committees to determine what projects to execute or any changes in operational expenses. Ms. Godeski then stated they would be entered in the next budget cycle starting July 1, 2025, to June 30, 2026.

Mr. Kaspr inquired as to when they would have to submit the Capital requests. Ms. Godeski replied around the first week in December. Mr. Kaspr requested that the commission members start to consider what projects they should consider and what it might take to bring them to fruition.

Ms. Matuska discussed a project she wished to do. She explained Rowayton Elementary School had a traffic box in front of the school they were interested in painting. Ms. Godeski indicated there were funds available for the necessary supplies. She noted she would have to ask the DPW about the application fee and if it could be waived. She also indicated the DPW decides which boxes can be painted and they would have to be consulted to determine if the box was eligible before going forward.

Mr. Kaspr put forward the idea of revisiting the program and taking the reins. He asked for a volunteer to spearhead it. Ms. Godeski informed them of what was required and offered her assistance to provide whatever was necessary.

Mr. Rust pointed out that the upcoming mixer would be a good opportunity to have casual conversations with the public about what they might like to pursue.

Mr. Abriola had questions about the total expenditures in the Capital Budget. Ms. Godeski explained how the money was spent and what the totals were.

Mr. George proposed a program that would allow students to see and take part in various local Norwalk events. Mr. Kaspr asked for an outline that could be used to make the Capital request. Ms. Godeski indicated the program would be an operating expense, not a Capital request. She described how necessary funds could be allocated to the program. She defined the difference between the two and noted that both Capital and operating budgets go before the council at the same time. Mr. George discussed the many ideas he had. He asked which budget the money for the various projects would come from. Mr. Allan discussed possible collaboration with the Carver Center. Mr. Kaspr noted all these ideas would need to be fleshed out and dollar amounts figured in for submission for budget approval. He suggested chatting offline.

- b. Event Updates – Janay Sylvester
 - i. Creative Mixer

In Ms. Sylvester’s absence, Mr. Kaspr discussed the mixer on November 13, 2024 at Space 67. He expressed his wish that his fellow community members would join him. He noted the various opportunities that would be available including the chance to connect with members of the public. Mr. Alan reiterated a previous comment and noted the opportunity to engage with the public. He stated that they should embrace the challenge and be open to all opinions even those that come in the form of criticism.

- c. Website Updates – Melissa Matuska

Ms. Matuska discussed various updates on the website. She noted they were dealing with the outdated material still on the site. Ms. Godeski explained there is a lot of updating on the back end. She stated they had a ticket with IT and hoped the process would start soon. There was discussion about things on the website that could be removed. Mr. Rust inquired about the best place to find a list of commission members. He noted it wasn’t available on the website. He also pointed out useful historical assets found on the old Gmail account. He stated they should be harvested before the account is closed.

- d. Review of the Artist Selection Policy – Brian Kaspr

Mr. Kaspr gave an overview of the current selection process. Mr. Alan noted the need to be inclusive and not limit the process to just the open call on the website. He wanted to ensure reaching out to local and regional artists who may not be familiar with the website. Mr. Kaspr wanted to initiate an invitation process to encourage submissions. Mr. Rust asked about the artist commission process. Mr. Kaspr explained how they would proceed in the future. Mr. Abriola felt the process should be more inclusive and get more people involved in the jury selection. Mr. Kaspr described the learning process so far. Mr. Abriola suggested that in the future, projects should only use local artists. Mr. Kaspr wanted to leave the discussion open so they could work

through the nuts and bolts before they presented the policy to the commission and adopted it as a process.

e. Arts and Cultural District Logo Review – Ash Nichols

Ms. Nichols discussed the initial concept and direction for the Arts and Cultural District logo. She showed a series of mood boards in preparation for developing the logo. Mr. Kaspr wanted the commission to decide which direction to take and then have Ms. Nichols begin to develop the logo within those parameters. The members discussed their likes and concerns about the three options. Mr. Alan and Mr. Rust expressed the need for a color and black-and-white representation for the logo. Mr. Kaspr opted for everyone to rank their choices, and he would compile them and forward to Ms. Nichols a specific direction.

f. Arts and Cultural Plan Update – Sabrina Godeski

Ms. Godeski gave her an update on the plan. She indicated they put together the RFP and have received responses. She noted they currently have a small sub-committee reviewing the responses. She stated the sub-committee will select a preferred vendor which they will then bring to the Arts and Cultural Commission and the Common Council. Ms. Godeski responded to Mr. Rust explaining the \$100,000 line item was a fixed amount. Mr. Rust wanted clarification as to why they needed to hire a consultant. Ms. Godeski explained the reasoning, what was expected from the consultant, and how that would guide them in executing the plan.

Mr. George wanted to know exactly what the Arts and Cultural District meant and what it made them eligible for. Ms. Godeski referred to it as a marketing asset with the potential for participation in grant programs and funding. Mr. Rust expressed concerns about projects outside of the A&C District. Ms. Godeski indicated those projects would need separate funding.

g. General Committee Member Updates

There were no updates.

VI. OLD BUSINESS

a. West Avenue Wall Mural & Event Recap

Mr. Kaspr noted the mural was finished. He discussed the various events associated with the mural's completion.

Mr. George had questions about the process of dealing with projects and commissioners.

Ms. Grudin asked if the Arts and Cultural Commission was now a 501c3. Mr. Kaspr stated no. Ms. Godeski indicated they can take donations that are deductible but not considered charity donations.

VII. ADJOURNMENT

**** MR. GEORGE MOVED TO ADJOURN THE MEETING.
** MS. GRUDIN SECONDED THE MOTION.
** THE MOTION PASSED UNANIMOUSLY.**

The meeting ended at 7:31 p.m.

Respectfully submitted
China Mayhew
Telesco Secretarial Services

Norwalk Arts and Cultural Commission

Budget Summary FY24-25

Dept	Account	Summary	Original Balance	Expenses	PO	Transfer In/Out	Balance
011450	5221	Printing & Duplicating	\$ 500.00				\$ 500.00
	5225	Secretarial Services	\$ 1,800.00	\$ (240.00)	\$ (1,560.00)		\$ -
		Telesco PO#2500511	\$ 1,800.00	\$ (360.00)			\$ 1,440.00
	5235	Membership & Dues	\$ 100.00				\$ 100.00
	5237	Advertising	\$ 1,000.00	\$ (535.00)			\$ 465.00
	5258	Other Professional Services	\$ 8,000.00	\$ (6,016.90)		\$ 3,900.00	\$ 5,883.10
	5286	Business Expenses	\$ 2,500.00	\$ (2,039.60)		\$ 1,200.00	\$ 1,660.40
	5298	Other Contractual Services	\$ -				\$ -
	5329	Other Operating Supplies	\$ -				\$ -
		TOTAL					\$ 10,048.50

Capital Accounts

Summary of YTD Expenses and Account Balances

Description	Department #	Pro.#	Original Balance	Expenditures	PO	Avail. Bal.
Public Art Maintenance	0924-3760-5777	C0674	\$ 10,000.00			\$ 10,000.00
Arts & Cultural Plan	0925 3760 5777	C0704	\$ 100,000.00	\$ 100,000.00		\$ -
MLK Blvd Art	0921-1450-5777	C0792	\$ 50,000.00	\$ 41,000.00	\$ -	\$ 9,000.00
Arts in Public Places Program	0922-3760-5777	C0804	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -
	You Are Not Alone		\$ 19,000.00	\$ 19,000.00	\$ -	\$ -
	Jason Behan		\$ 5,050.99	\$ 5,050.99		\$ -
	Maranje LLC		\$ 2,649.01	\$ 2,649.01		\$ -
Arts in Public Places Program	0923-3760-5777	C0804	\$ 50,000.00	\$ 47,601.98	\$ -	\$ 2,398.02
	You Are Not Alone		\$ 4,800.00	\$ 4,800.00	\$ -	\$ -
	Maranje LLC		\$ 2,401.98	\$ 2,401.98		\$ -
Arts in Public Places Program	0924-3760-5777	C0804	\$ 200,000.00	\$ 188,300.00	\$ -	\$ 11,700.00
	Jason Behan		\$ 91,750.00	\$ 91,750.00	\$ -	\$ -
	Maranje LLC		\$ 91,750.00	\$ 91,750.00		\$ -
State Grant	360001 5790 G0033		\$ 1,200.00	\$ 1,200.00	\$ -	\$ -
TOTALS						\$ 33,098.02

City of Norwalk Mural Request for Qualifications (RFQ) and Artist Selection Policy

1. Objective

The City of Norwalk is committed to fostering public art that reflects the cultural, historical, and social vibrancy of our community. This RFP seeks to invite qualified artists to create a mural that enhances the public space and contributes to the city's cultural landscape.

2. Release of Call for Artists

The City will issue a Call for Artists (CFA) for qualifications as the first step in the artist selection process. The CFA will be publicly released and advertised in the following locations:

- Call For Entries (CAFE)
- City of Norwalk website and social media platforms
- Local arts and cultural organizations
- Regional artist networks and newsletters

The advertisement will include:

- Project scope and location details.
- Total budget, including materials, artist fees, and contingency.
- Project timeline, including submission deadlines.
- Submission requirements (qualifications, portfolio, artist statement).

The Norwalk Arts and Cultural Commission reserves the right to extend call deadlines or to reopen the call if it feels that the applicant pool did not satisfy the requirements or objectives of the project. Artists may be selected from the open call or by invitation. Invited artists may be chosen from past applicants, artists with whom the commission has a relationship, and/or working professional artists whose work aligns with the project goals.

3. Budget and Artist Compensation

The budget for each mural project will be predetermined by the Arts and Cultural Commission prior to the release of the CFA. This set price will include artist fees, materials, and any other associated costs and will be clearly stated in the call.

Artists who are invited to submit a full proposal after the qualifications round will receive an honorarium for their proposal. Typically, this honorarium is \$250-\$500

4. Selection Process

1. Initial Qualification Review: The Selection Committee, to be made up of 3 Commission members and 2 neighborhood representatives, will review artist qualifications. The Committee will select up to five qualified artists based on their experience, artistic merit, and alignment with the project objectives.
2. Proposal Submission: The selected artists will submit detailed mural proposals, including concept sketches, a project narrative, and a proposed budget. Each selected artist will receive a proposal fee to compensate for their time and effort.

3. Selection of Finalists: The Arts and Cultural Commission will review all proposals and select the top three proposals based on creativity, community relevance, and feasibility.
4. The 3 finalists will have an opportunity to edit their proposals based on feedback from the commission.

The City of Norwalk, The Norwalk Common Council, and The Norwalk Arts and Cultural Commission reserves the right to deny, cancel, or revoke any artist or project for any reason.

5. Public Engagement: The top three proposals will be presented to the public for review through an online survey hosted on the City's website. The survey will allow residents to provide feedback on each design and indicate their preferred mural. The design selected based on public input will be brought forward for approval to the Economic and Community Development Committee of the Common Council. Upon committee approval, it will move to the full Common Council for final approval.

5. Approval Process

After the public survey and final review by the Arts and Cultural Commission, the selected design will be submitted to the Economic and Community Development Committee of the Common Council. If approved by the Committee, the proposal will go before the full Common Council for final approval.

6. Artist Contract

Once the Common Council approves the mural project, the selected artist will enter into a formal contract with the City of Norwalk. The contract will outline:

- Project timeline and milestones.
- Payment schedule.
- Rights and responsibilities of both the artist and the City.
- Requirements for installation, maintenance, and potential future modifications or repairs.

7. Project Completion and Installation

Upon execution of the contract, the artist will begin work according to the agreed-upon timeline. The mural is expected to be completed within the specified time frame, with regular updates provided to the Arts and Cultural Commission.

Mural Evaluation Rubric (Total: 100 Points)

The following rubric will be used to evaluate mural proposals based on a range of criteria that reflect the artistic, cultural, and community impact of the proposed work. The total score will help guide the selection process. Please note that rubric ranks may change based on project types and needs.

Criteria, Description, Points

Criteria	Description	Points
Local Artist Consideration	Preference given to local artists or artists with significant connections to the Norwalk community. Does the artist have a demonstrated history of working in the area or with local organizations?	20
Artistic Merit	The overall quality of the artwork, including composition, use of color, style, and technical skill. Does the mural display creativity, originality, and craftsmanship?	15
Relevance to Theme/Project Goals	How well the proposed design reflects the cultural, historical, or community significance of the site. Does it align with the goals of the City's public art program?	15
Community Engagement	How effectively the design considers the local community's identity and values. Does the mural incorporate elements that will resonate with local residents?	10
Visual Impact	The overall visual appeal and impact of the design. Does the mural create a strong presence in its proposed location?	10
Budget and Timeline	Clarity and realism of the proposed budget and timeline. Are the proposed costs reasonable and does the timeline appear feasible for the completion of the mural?	10
Feasibility/Execution	Practicality and technical feasibility of the design. Is the proposed mural manageable in terms of size, materials, location, and budget?	10
Public Engagement/Interactivity	Opportunities for community involvement or interaction with the mural (e.g., participatory design elements, the mural's accessibility to the public).	5
Durability and Maintenance	Consideration of the mural's longevity and the artist's plan for ensuring the mural is durable and can be easily maintained over time.	5
Artist's Previous Work	Evaluation of the artist's portfolio based on previous projects. Does the artist have relevant experience or demonstrated success with similar public art projects?	5

Total Points: _____ / 100

Scoring Guide:

90-100 Points: Outstanding – proposal excels in all areas.

75-89 Points: Exceeds expectations – strong proposal with few or no adjustments needed.

60-74 Points: Meets expectations – solid proposal with minor adjustments needed.

45-59 Points: Needs improvement – some aspects may require revisions.

Below 45 Points: Below expectations – significant improvement needed.

City of Norwalk Traffic Graphic Program Policy

Purpose

The Traffic Graphic Program aims to enhance the aesthetics of Norwalk by incorporating artwork onto traffic control boxes and other public infrastructure. The program promotes community identity, supports local artists, and beautifies public spaces in alignment with Norwalk's designation as an arts and cultural district.

Objectives

- Enrich the visual landscape of Norwalk.
- Showcase local artists and their work.
- Create connections between neighborhoods through cohesive design.
- Protect and maintain public infrastructure while ensuring safety and functionality.

Program Overview

Eligibility

Artists: Local artists residing or working in Norwalk or nearby areas are encouraged to apply.

Themes: Designs must align with one of the following themes:

- Norwalk's history and culture.
- Neighborhood identity.
- Environmental awareness.
- Abstract or decorative elements.

Content Restrictions:

- Artwork may not include political, religious, or commercial content.
- No logos, slogans, or branding of any kind.
- Designs must not resemble advertisements or promote any product, service, or business.
- Imagery must avoid offensive, obscene, or discriminatory content.

The city reserves the right to reject artwork deemed inappropriate or non-compliant with these restrictions.

Selection Process

The Norwalk Arts and Cultural Commission will review all submissions with preapproval from the Department of Transportation, Mobility, and Parking

- Proposals will be evaluated based on:
- Artistic quality and originality.
- Relevance to Norwalk's identity and themes.
- Compatibility with public safety requirements.
- Feasibility of installation and maintenance.

Submission Requirements

Artists must submit the following:

- Completed application form.
- Concept design (to scale).
- Artist statement explaining the concept and its connection to the community.

Contract

Once the artwork has been approved by the Commission the artist/installer will be required to sign three-party contract with the Department of Business Development & Tourism, and the Department of Transportation, Mobility, and Parking. The contract is attached to this Policy.

Implementation and Installation

Design Standards

- Approved designs will be printed on vinyl wraps or painted directly using durable outdoor materials.
- The finished product must maintain visibility of all operational elements (e.g., ventilation, access panels).

Approval Process

Final designs will be approved by the Department of Transportation, Mobility, and Parking and the Arts and Cultural Commission.

No permits are necessary for the installation of the art, though an executed contract must be in place before any work begins.

Funding

Projects will be funded through a combination of city funds, grants, and sponsorships at the rate of one thousand dollars (\$1,000).

If the box is sponsored by an organization, sponsors may be recognized on a plaque near the installation or within the artwork. Any sponsorship must still comply with non-commercial content guidelines. If there is recognition in the piece, it may not take up more than 10% of the traffic box area on any side.

Maintenance

The city will oversee maintenance to ensure artwork remains in good condition.

Artists may be consulted for touch-ups or repairs when possible.

Artwork Removal or Modification

The City of Norwalk reserves the right to remove, retire, or change any traffic graphic artwork at any time and for any reason. Reasons may include, but are not limited to:

- Public safety concerns.
- Infrastructure changes or repairs.
- Wear and tear or damage to the artwork.

- Changes to city policies or aesthetic priorities.

No compensation will be provided to artists or sponsors in the event of removal or modification.

Program Management

The program will be administered by the Norwalk Department of Business Development and Tourism in partnership with the Arts and Cultural Commission.

Adoption and Amendments

This policy shall be effective immediately upon approval by the Arts and Cultural Commission. Amendments may be made as necessary to improve program operations or respond to community needs.

Contact

For more information or to apply, please contact the Norwalk Arts and Cultural Commission at norwalkarts@norwalkct.gov.

City of Norwalk Traffic Graphic Program Application

Please complete this application form to be considered for participation in the City of Norwalk's Traffic Graphic Program. Submissions will be reviewed by the Norwalk Arts and Cultural Commission in partnership with the Department of Transportation, Mobility, and Parking.

1. Applicant Information

Full Name:

Email Address:

Phone Number:

Street Address:

2. Artist Background

Are you a resident or worker in the Norwalk area?

☐ Yes

☐ No

If yes, please briefly describe your connection to Norwalk:

Brief Artist Bio: (Please include information about your artistic background, experiences, and any relevant work.)

3. Concept Design Information

Design Theme: (Select one or more themes for your design.)

☐ Norwalk's history and culture

☐ Neighborhood identity

☐ Environmental awareness

☐ Abstract or decorative elements

Design Concept (Attach File):

Please upload a scaled concept design for your artwork. The design should align with one or more of the themes listed above and must be suitable for installation on a traffic control box.

Artist Statement:

Please provide a brief statement explaining your design concept and how it connects to the Norwalk community.

4. Submission Requirements

Please ensure you submit the following:

- Completed application form (this document).
- Concept design (to scale) uploaded as an attachment.
- Artist statement explaining your concept and its relevance to the community.

5. Acknowledgement and Agreement

By submitting this application, I acknowledge and agree to the following terms:

1. I understand that the City of Norwalk reserves the right to remove, retire, or modify any artwork at any time and for any reason.
2. I agree that if selected, I will enter into a three-party contract with the Department of Business Development & Tourism, and the Department of Transportation, Mobility, and Parking.
3. I will comply with the City of Norwalk's Traffic Graphic Program policies, including content restrictions and design standards.
4. I understand that my design may not include political, religious, or commercial content and must adhere to the City's aesthetic guidelines.

Signature:

Date:

6. Contact Information

If you have any questions or need further information, please contact the Norwalk Arts and Cultural Commission at: norwalkarts@norwalkct.gov

Submission Instructions:

Please send completed applications to the Norwalk Arts and Cultural Commission at norwalkarts@norwalkct.gov. Applications will be reviewed on an ongoing basis, and selected artists will be contacted for further steps.



CITY OF NORWALK TRAFFIC GRAPHIC PROGRAM



The City of Norwalk's "Traffic Graphic Program" is an ongoing public art project administered by the Department of Transportation, Mobility and Parking (TMP) in partnership with the Arts and Cultural Commission. TMP is responsible for identifying and maintaining an inventory of available traffic control signal cabinets and issuing encroachment permits and the Arts and Cultural Commission is responsible for review, comment and final approval of designs/artwork and promoting the artwork through public engagement activities. Artists, organizations and businesses may serve as curators for the program. Curators/sponsors must commit \$1,000 to cover all costs associated with each traffic graphic box including design, labor, and materials.

The Arts and Cultural Commission encourages those interested in the program to consider the following:

- Identify a theme connected to the location/neighborhood/city. For example the literature themes sponsored by the library, historical themes sponsored by SPAG, etc.
- Provide Norwalk area artists with opportunities to submit designs for consideration.
- Explore the possibility of involving young people e.g., community-based organizations, schools, etc. in the design and/or selection process.

REQUIRED MATERIALS:

- Artists' acrylic paint e.g. Golden's or comparable (*Acrylic house paint not acceptable substitute*)
- Clear isolating coat e.g., Golden's or comparable for protection, anti-graffiti, etc.
- *The anti-graffiti task force may apply a Mural Shield product to finished boxes.*

PROCESS:

- Identify one or more traffic control boxes and confirm with TMP whether or not they are available for this program
- Secure an encroachment permit (see Curator Responsibilities #6)
- Submit completed application with design to TMP and Arts and Cultural Commission.

Artists, organizations and businesses interested in sponsoring/creating a traffic box should familiarize themselves with the requirements and submit a completed application for review and approval to Transportation, Mobility and Parking and the Arts and Cultural Commission – norwalkarts@norwalkct.gov.

APPLICATION FORM

_____ CURATOR is authorized to decorate, according to the terms and conditions of the approved "Traffic Graphic" Community Project Sketch Design, the traffic signal cabinet numbers _____ located at _____ (attached specific locations for traffic signal cabinets and department/agency responsibility).

TERM:

Three months to complete assigned TG Boxes from signed MOU. The authorization shall remain in effect until terminated by either party.

COMMUNICATION:

CITY and CURATOR/PROJECT MANAGER will regularly communicate about the status of the project as well as the status of the traffic box. The CITY will make every attempt to notify the CURATOR/PROJECT MANAGER prior to any removal or structural repair or planned relocation of this public art project.

RELEASE:

It is recognized that participation in the "Traffic Graphic" program requires participants to enter into and work on property that is owned by the City of Norwalk and that such activity is voluntary and of a not-for-profit nature.

INDEMNIFICATION:

The CURATOR/PROJECT MANAGER shall indemnify, defend and save the CITY harmless from and against any and all liabilities, obligations, damages, penalties, claims, loss, costs and expenses, including reasonable attorney's fees, arising out of, in connection with, or related to CURATOR/PROJECT MANAGER adoption and painting of the identified traffic signal cabinet.

CITY RESPONSIBILITIES:

The term CITY shall be construed to include the Norwalk Transportation, Mobility and Parking Department (TMP) and Norwalk Arts and Cultural Commission. Upon execution of this authorization the CITY shall:

1. Authorize the painting of the box numbered as above through timely review and execution of this application.
2. As necessary for the integrity of the painted design, enable the relocation of signal cabinet identification label(s). In the case where the label(s) will not interfere with the design, the painter(s) will mask the existing labels to avoid over painting.
3. Facilitate the payment of selected CURATOR/PROJECT MANAGER \$1,000 per TG box which includes individual artist payment, materials and supplies and project management. Pay 50% upfront for working capital. The remaining 50% after notice of completion of all the assigned TG boxes. Payment may come from different sponsors.
4. Artist/organization transfers all rights, title and interest in the finished TG with any and all rights of copyright. I further acknowledge that due to the nature of the public display, the City shall not be liable for any distortion, mutilation, modification or destruction of the finished TG by accident, act of God or person. I hereby waive my rights under the Visual Artists Rights Act (VARA), 17 U.S.C. 106A as against the City in the event of such distortion, mutilation, modification or destruction. I further acknowledge and agree that if the finished TG is vandalized, damaged or otherwise modified and I am unable or unwilling to promptly repair such alteration, the City shall have the right to make, or have made, such repairs, even if the repairs constitute a distortion, mutilation or modification under VARA. I hereby waive my rights under VARA in the event and to the extent the City deems such repair necessary. I hereby swear that I (we) am the sole author of the designs and sketches and that the design and sketches are an original work of authorship which does not infringe upon the copyright rights or any intellectual property rights of others, and that I have the unencumbered right to make this assignment.
5. Assist with Marketing and Publicity efforts.
6. Notify the CURATOR/PROJECT MANAGER when requirements are not being met.
7. Terminate the authorization should the CURATOR/PROJECT MANAGER refuse to correct the requirement deficiencies.

CURATOR/PROJECT MANAGER RESPONSIBILITIES:

1. CURATOR/PROJECT MANAGER will select the artist(s) to paint the assigned traffic cabinets based upon adherence to the rules set forth and approved in the Sketch Design.
2. Painting theme will be designed around a THEME TBD.
3. The CURATOR/PROJECT MANAGER will submit the design to the CITY for approval.
4. The CURATOR/PROJECT MANAGER will provide a safe and secure area to perform and complete the work including but not limited to safety vests, paint, drop cloths, and a temporary sign indicating "ownership" of the cabinet design. The CURATOR/PROJECT MANAGER will provide their own brushes, cleaning and other necessary materials and be responsible for maintenance of the area during the painting process.
5. The CURATOR/PROJECT MANAGER shall maintain the painted design throughout the term of this agreement. Maintenance shall be construed to mean the removal of graffiti, repair of scratches and fading and/or peeling paint. Final artwork must be covered with an anti-graffiti coating.
6. The CURATOR/PROJECT MANAGER will submit an installation and completion schedule with the application.
7. Notify the City that the traffic graphic project is complete.
8. Provide before and after photographs and/or video to document the process.
9. Traffic cabinets that have a gray electric service box attached to it, will NOT be painted.

Curator/Project Manager _____ Date _____

Director, Transportation, Mobility, and Parking _____ Date _____

Arts and Cultural Commission Representative _____ Date _____



CITY OF NORWALK TRAFFIC GRAPHIC PROGRAM



Name of Project/Design

Curator/Project Manager

Date of Submission

Last Name, First Name

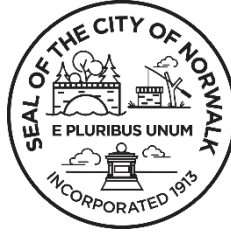
Address (Street)

Address (City, State, Zip)

Email

Phone Number

**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:	4386
REQUESTING DEPARTMENT:	Business Development and Tourism
DATE OF RFP ISSUANCE:	10/3/2024
TITLE OF RFP:	Arts and Culture Plan
RFI/QUESTION DEADLINE:	2:00PM 10/18/2024
ELECTRONIC SUBMISSION DEADLINE:	2:00PM 10/29/2024
HARD COPY SUBMISSION DEADLINE:	N/A
MANDATORY WALKTHROUGH: DATE, TIME, AND LOCATION OF WALKTHROUGH	YES () NO (X) N/A
TIME/DATE OF RFP OPENING:	2:00 PM 10/29/2024
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 CONDITONS 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, Connecticut, is seeking proposals from qualified consultants or firms to develop a comprehensive Arts and Cultural Plan. The requirements of this project are outlined in greater detail under Section 2 Scope of Work/Project Specifications.

2. RFP DOCUMENTS

All RFP documents for this invitation are available over the internet at <http://www.norwalkct.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.

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 RFP deadline. It is the responsibility of the bidder to check for issuance of any addenda.

4. BIDDER'S LIST

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

5. QUESTIONS CONCERNING THIS RFP

All questions concerning this solicitation must be directed, via e-mail, to Sharon Connors, Purchasing Agent at sconnors@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, October 18, 2024.

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 October 29, 2024, 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.

CITY OF NORWALK

PURCHASING DEPARTMENT

SPECIAL NOTES:

1. **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. Receipt of Proposals: Proposals shall be opened so as to avoid disclosure of contents to competing proposers during the process of negotiation. A Register of Proposals shall be prepared in accordance with these Procurement Guidelines and shall be open for public inspection after contract award. If you wish to hear the bid/RFP opening, please join us through a teleconference.

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

Participant Code: 968 704

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

CITY OF NORWALK
PURCHASING DEPARTMENT

SECTION 1 – RESPONSE FORMS

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

Proposer's Name

Street Address

City	State	Zip

Business Telephone:

Email Address:

Printed Name and Title of Individual Submitting Proposal

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

CITY OF NORWALK
PURCHASING DEPARTMENT

Exceptions: Note any vendor(s) responding to this proposal shall indicate any/all exceptions (if any) taken to language in this proposal. **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 single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend 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

Total Lump Sum Fee	\$
Total Lump Sum Fee in Writing	

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 ☐

SECTION 2 – SCOPE OF WORK / PROJECT SPECIFICATIONS

2.1 Introduction

The City of Norwalk, Connecticut, is seeking proposals from qualified consultants or firms to develop a comprehensive Arts and Cultural Plan. This plan will guide the city in enhancing its arts and cultural offerings, fostering community engagement, and promoting Norwalk as a vibrant cultural destination.

2.2 Background

Norwalk is a diverse and dynamic city with a rich cultural heritage and a thriving arts community. The City recognizes the importance of arts and culture in enhancing the quality of life for its residents, supporting economic development, and promoting social cohesion. Norwalk has a state-designated arts and cultural district that overlays its downtown areas, which will be the primary focus of this Arts and Cultural Plan.

2.3 Project Goals

The goals of the Arts and Cultural Plan include, but are not limited to:

- Assessing the current state of arts and culture in Norwalk
- Identifying opportunities for growth and development
- Engaging a wide range of stakeholders, including artists, cultural organizations, businesses, and residents
- Recommending strategies to enhance arts education, accessibility, and inclusivity
- Promoting public art and integrating arts into community planning and development
- Establishing metrics for evaluating progress and success
- Suggesting ways to raise funds for the arts and cultural district
- Prioritizing the distribution of those funds to maximize impact

2.4 Scope of Services

The selected consultant or firm will be responsible for the following tasks:

1. Community Engagement and Outreach

- Conducting interviews, focus groups, and surveys with stakeholders
- Hosting public workshops and forums to gather input and feedback

2. Assessment and Analysis

- Evaluating existing arts and cultural assets and resources
- Conducting a SWOT analysis (Strengths, Weaknesses, Opportunities, Threats)
- Benchmarking against comparable cities

3. Plan Development

- Developing a vision, goals, and objectives for the Arts and Cultural Plan
- Identifying priority areas, strategic initiatives, and policy suggestions
- Suggesting strategies for fundraising and revenue generation
- Creating a framework for prioritizing the distribution of funds
- Creating an implementation plan with timelines, responsibilities, and resource requirements

4. Reporting and Presentation

- Preparing draft and final reports
- Presenting findings and recommendations to city officials and stakeholders

5. Deliverables

- A comprehensive Arts and Cultural Plan document
- Executive summary and presentation materials
- Engagement and outreach materials and summaries
- A final report including recommendations, implementation strategies, fundraising suggestions, and a fund distribution framework

2.5 Minimum Qualifications

Firms or consultants submitting a proposal must meet the following minimum qualifications:

- Relevant Experience
 - At least five (5) years of experience in developing arts and cultural plans for municipalities or comparable organizations.
- Demonstrated Success
 - Proven track record of successfully completing similar projects, with a focus on community engagement, public art, and cultural development.
- Team Expertise
 - A multidisciplinary team with expertise in arts administration, urban planning, community engagement, and fundraising strategies.
- Financial Management and Fundraising Expertise
 - Experience in developing strategies for raising funds for arts and cultural initiatives and advising on the allocation and prioritization of resources.
- References
 - A minimum of three (3) references from previous clients for whom similar plans have been developed.
- Familiarity with Norwalk and/or Comparable Cities
 - Knowledge of Norwalk's cultural landscape or experience working in cities with similar demographics, arts, and cultural ecosystems.

2.6 Funding Source

This project may be funded from ARPA funds. As a result of the ARPA funding source, the selected vendor will have to obtain an active registration with the System for Award Management ("SAM") (<https://www.sam.gov>) pursuant to 2 CFR Part 25.

2.7 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 tin 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. Cover Letter: Introduce the consulting team and summarize the proposal.
2. Company Profile: Description of the firm, including relevant experience and qualifications.
3. Project Understanding and Approach: Outline the understanding of the project and approach to be taken.
4. Team Composition: Bios and roles of key team members.
5. Work Plan and Timeline: Detailed work plan with phases, tasks, and timelines.
6. Budget: Itemized budget including fees, expenses, and any additional costs.
7. References: Contact information for at least three (3) references from similar projects.
8. Relevant Past Projects: Examples of similar Arts and Cultural Plans completed by the firm, including project descriptions, outcomes, and client contact information.

9. Section 4-References/Statement of Qualifications: Provide four (4) most recent current or previous government clients in which your firm provides the same size and scope of services requested by the City. Highlight how it's directly related to City of Norwalk. The City, at its discretion may check references in order to determine the Offeror's experience and ability to provide services described in the Scope of Work. All client reference information must be documented and verifiable. Reference contacts must be aware that they are being used as a reference and agreeable to City interview for follow up. References shall include the following, in this order:
 - a. Client/Agency Name
 - b. Contact Name and Title (project manager role preferred), Telephone, and Email
 - c. Number of Projects Completed for Client/Agency
 - d. Project Names
 - e. Project Descriptions
 - f. Project Approach and Methodology
 - g. Year of Project and Length of Project
 - h. Project Budgets and Final Invoiced Amount
 - i. Contractor Personnel Assigned to Project and Project Role
10. 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
11. Section 6-Forms: Fully Completed Section 1 – Response Forms

2.8 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	November 18-22, 2024
Common Council Committee Review	December 2024
Common Council Review	December 2024

2.9 Criteria for Evaluating Proposal Submissions

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

Criteria	Weight
Relevant Experience and Qualifications Demonstrated experience in developing arts and cultural plans for municipalities or similar entities, with proven success in creating actionable, impactful strategies.	30%
Project Understanding and Approach The quality and feasibility of the proposed approach and methodology, including how well the consultant understands Norwalk's cultural landscape and the specific needs of the designated arts and cultural district.	25%
Qualifications and Experience of the Project Team The expertise and relevant experience of key team members, particularly in arts administration, urban planning, fundraising strategies, and community engagement	15%
Work Plan and Timeline Clarity and detail in the proposed work plan, including realistic timelines for project phases, tasks, and key deliverables.	15%
Proposed Budget and Cost-Effectiveness The cost-effectiveness of the proposal, including a well-justified budget that aligns with the scope of work.	10%

Criteria	Weight
References and Past Performance Feedback from past clients regarding the quality of work, ability to meet deadlines, and overall performance in similar projects.	5%
Total Possible Points	100

2.10 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.

2.11 Key Personnel

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

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

2.12 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.

2.13 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.

2.14 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

2.15 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

2.16 Contract Agreement(s) and Contract Period(s)

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

2.17 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.

2.18 Duration of Proposals

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

2.19 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.

2.20 Insurance Coverage Requirements

PROFESSIONAL SERVICES INSURANCE RIDER

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

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

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

Minimum Scope and Limits of Insurance:

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

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

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

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

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

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

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

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

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

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

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

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

policy renewal.

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

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

2.21 ARPA Rider

EXHIBIT

ARPA Rider Water/Sewer Infrastructure Contracts

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

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

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

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

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

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

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Statement 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31,

U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

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

Contractor Name:

By: _____
Name: _____
Its _____, duly authorized

Dated: _____

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

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

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

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

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

1.0. Use of Funds.

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

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

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

3.0. Maintenance of and Access to Records.

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

(2) The City, Treasury Office of Inspector General and the Government Accountability Office, or their

authorized representatives, shall have the right of access to records and documents (electronic and otherwise) required to be maintained herein in order to conduct audits or other investigations.

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

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

5.0 Compliance with Applicable Law and Regulations.

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

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

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

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

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

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

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

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

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

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

(ix) Generally applicable federal environmental laws and regulations.

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

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

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

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

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

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

6.0. Remedial Actions. In the event of the Contractor's noncompliance with Section 603 of the Act, other

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

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

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

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

10.0. Debts Owed the Federal Government.

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

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

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

11.0. Disclaimer.

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

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

12.0. Protections for Whistleblowers.

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

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

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

13.0. Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Contractor is encouraged to adopt and enforce on-the job seat belt policies and programs

for their employees when operating company-owned, rented or personally owned vehicles.

14.0. Reducing Text Messaging While Driving.

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

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

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

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

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

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

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

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

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

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

2.0. Contracting with Small and Minority Business, Women's Business Enterprise, and Labor Surplus Area Firm. The Contractor and all lower tier subcontractors shall take all necessary affirmative

steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and (v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

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

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

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

2.22 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
NOT APPLICABLE

This section intentionally left blank

SECTION 5

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>

City of Norwalk, CT Proposal for Arts and Culture Planning

In response to RFP 4386

Submitted 10.29.24

TABLE OF CONTENTS

COVER LETTER	3
COMPANY PROFILE	5
PROJECT UNDERSTANDING AND APPROACH TEAM	8
COMPOSITION	13
TEAM BIOGRAPHIES	15
TIMELINE	20
BUDGET AND DETAILED WORKPLAN	21
REFERENCES	24
RELEVANT PAST PROJECTS	28
SECTION 1 – CITY RESPONSE FORMS	35

COVER LETTER

October 28, 2024

Sharon Conners
Purchasing Agent
City of Norwalk

Dear Ms. Conners:

On behalf of the Cultural Planning Group, LLC (CPG) we are pleased to submit this proposal to the City of Norwalk for consideration in response to RFP 4386 to facilitate and develop an arts and culture plan with a primary focus on the arts and culture district.

Our firm brings the requisite experience and expertise to this project. CPG has prepared more than 100 cultural plans and related projects; arts agency strategic plans; creative economy plans; public art plans; and arts studies in diverse cities and counties throughout the US. Included below are examples of plans in a range of communities.

CPG has also successfully completed cultural district projects: feasibility studies, business planning, and program design. Recently completed cultural district projects include a feasibility and business plan for a live arts district in downtown San Diego and design of a state-wide cultural districts program for the Oregon Arts Commission (similar to the CT Office of the Arts Cultural District program).

Martin Cohen, a Partner with CPG based in Philadelphia, would serve as the primary consultant for the project. David Plettner-Saunders, a CPG partner, would co-lead the project with Martin. David and Martin led the cultural districts projects for San Diego and the State of Oregon. They will be joined by Linda Flynn, Ph.D., a CPG Partner and Research Director who will lead research, data analysis, and community engagement.

On behalf of Cultural Planning Group, thank you for consideration of the following proposed approach to the scope of work and accompanying materials. Please let us know if we may provide any additional information or clarification for any element of this proposal. We look forward to the opportunity to work with you on this plan.



Martin D. Cohen Partner



The Promised Land, Lauren Clayton

COMPANY PROFILE

ABOUT CULTURAL PLANNING GROUP

We bring clarity and collaboration to the arts planning process, delivering a variety of services designed to connect communities to their unique sense of people and place.

It is more than expertise that defines the high level of success we achieve with our clients.

When you choose CPG, you bring visionary values and collaboration to your planning project.

We actively listen and learn with a deep commitment to uncover the vital creativity and culture of your community, culminating in a plan that is uniquely and powerfully about your place and people.

Our work is grounded in our belief that every community has the right to choose their own creative life.

Formed in 1998, CPG is an LLC with three partners and three associates. Our managing office is in San Diego, with partners and offices in Florida and Pennsylvania. Every project we undertake has the active participation of at least two partners and expert strategic alliances as required. This hands-on participation by the partners ensures effective project management and quality control resulting in successful project completion.

CPG partners have prepared more than 100 arts-related master plans for communities throughout the nation. We developed plans for diverse communities, ranging from rural towns to major metropolitan regions, and all in between: Washington DC, Houston, Boston, San Diego, Kansas City; Portland, Sacramento, Raleigh and Tempe; Laguna Beach, Healdsburg and Joshua Tree. We have developed cultural and arts district plans for Salt Lake City, Utah; San Diego, CA; the State of Oregon; and the State of California. Many of our cultural plans include recommendations for existing and new cultural districts.

Our practice is grounded in the real-world experience of deep community engagement — a hallmark of our work — and a thorough knowledge of the local arts community. Each community poses its own vision, politics, aspirations, history, and potential.

Others Plan. We Transform.

CPG enjoys a reputation built on trust, expertise, and insight.

OUR SERVICES

- CULTURAL PLANNING
- CREATIVE ECONOMY PLANNING
- PUBLIC ART MASTER PLANNING
- STRATEGIC PLANNING
- CULTURAL DISTRICT PLANNING
- CULTURAL TOURISM
- FEASIBILITY STUDIES
- CREATIVE PLACEMAKING
- SUPPORT FOR URBAN PLANNING

We are arts planners.

Our team has extensive work experience in arts and cultural planning, public art planning, civic engagement and administration, creative economy development, strategic planning, cultural tourism, urban planning, arts funding, and creative placemaking projects.

We prioritize advanced and inclusive planning.

Based on engagement and complementary research customized to each community and to each project. CPG's comprehensive planning process elicits a communitywide vision for arts planning and identifies resources, needs, opportunities and priorities.

We build relationships.

We have a track record of innovation and progressive arts planning. This means that we will develop a plan for Norwalk rooted in the context of the community. Our team has worked extensively for and with city and county government and have a record of repeat clients. We understand the realities of getting things done in the municipal context.

We love what we do.

We enjoy the process of dialogue with our clients and the community, and help create the conditions for success, creativity, and fun along the way. We continue to support the client relationship long after the plan is approved.



City of Norwalk, CT

RELEVANT EXPERIENCE

Our team has extensive successful experience in leading development of community cultural plans, arts and culture district plans, public art plans and creative economy plans in cities, counties, and regions throughout the US. Each project is based on extensive community engagement and quantitative research



City of San Diego, CA Art Initiative

All CPG Public Sector Clients 2017-2024

Arts Council of Fayetteville/Cumberland County NC
Collier County (Naples) FL
Contra Costa County (Bay Area) CA
Fulton County (Atlanta) GA
Los Angeles County (with AECOM)
Madison School District AZ
Salt Lake County UT
San Bernardino County CA
Santa Clara Valley Water District CA
St. Louis Regional Arts Commission MO
ArtsWave Cincinnati OH
California Arts Council
Centro San Antonio TX
City of Alexandria VA
City of Boston MA
City of Boulder CO
City of Cedar Rapids IA
City of Chandler AZ
City of Culver City CA (with Raimi + Assocs.)
City of East Point GA
City of Fort Lauderdale FL (with AECOM)
City of Greensboro NC
City of Healdsburg CA
City of Helena MT
City of Laguna Beach CA
City of Lauderhill FL
City of Naples FL
City of Oceanside CA
City of Petaluma CA (with Raimi + Assocs.)
City of Plano, TX
City of Raleigh NC
City of Rockville MD
City of Round Rock TX
City of Sacramento CA
City of Santa Ana CA
City of West Sacramento CA
City of San Diego CA
City of San Jose CA
City of Santa Clarita CA
City of Sunnyvale CA
City of Thousand Oaks CA (with Raimi + Assocs.)
City of Ventura CA (with Raimi + Assocs.)
Pinellas County, FL
Orange County, FL
Wake County, NC
Wichita Falls Arts Council TX
Washington State Department of Commerce
Windham Region VT

PROJECT UNDERSTANDING /APPROACH

The City of Norwalk seeks to develop an arts and culture master plan with a primary focus on development of the Arts District and to promote **Norwalk as a vibrant cultural destination**. The planning process will result in a plan that builds on research and assessment, focusing on the arts, culture and creative economy assets in Norwalk.

This plan is an opportunity for the City of Norwalk to review the current state of arts and culture – what are the existing arts and cultural assets; what are the strengths and challenges in the arts, culture and creative community – and to develop a strategic, sustainable path for the City in its support of arts and culture for the next several years.

Goals for this planning process include:

- Provide the opportunity for the public to engage in the planning process and to share their desires, concerns and vision for arts, culture and creativity.
- Articulating an overall vision that reflects the community's goals and desires, based on stakeholder and community input.
- Identifying potential sources of revenue and funding for the arts and culture district.
- Recommendations on an approach to distribute funding efficiently and with the greatest possible and relevant impact.

The planning process will be designed to reflect the geographic and community diversity of Norwalk's 91,000+ residents.

CPG's mixed-method planning approach is based on the intersection of qualitative, quantitative, and supplemental research. We design the planning process to triangulate these elements to understand the community's vision and inform plan development through the distinct nature and understanding of arts, culture and creativity in each community.

Qualitative Insight

*In-depth interviews
Discussion Groups
Community Forums, pop-ups
and community engagement*

Quantitative Insight

*Research Findings
Creative Economy profile
Community Survey
Benchmarking Study*



Supplementary Research

*Existing conditions through
review of municipal plans and
other relevant documents*

PROJECT INITIATION

Develop a Detailed Project Work Plan and Timeline: Clarify roles and responsibilities in the planning process with the Norwalk project team and consultant team, to best accomplish project tasks and additional process goals. Develop an internal team communications plan to manage the process, including establishing a schedule for standing team meetings and an overview of the full work plan. This would be a primary agenda item for the project kick-off work session.

Communications Plan. CPG will assist the project team in developing a communications plan focused on the process, community and stakeholder engagement. We recommend establishing a webpage or website that outlines the process and provides public access to engagement and the planning process. Current or recent examples include: [Creative City](#) (San Diego) and [Current: The Arts Coast](#) (Pinellas County, FL). A recent example of a municipal plan with a similar population to that of Norwalk, completed in 2023, is [Round Rock Creates](#) (the City of Round Rock, TX).

Community Steering Committee: Based on the RFP and subsequent addendum, it is our understanding that a community steering committee will be recruited to advise and oversee the planning process. Our consulting team would suggest consideration of a representative Steering Committee that includes a range of constituencies and communities within Norwalk. The Steering Committee is an opportunity to build a working coalition among arts, professional and civic leadership. With the focus on the arts and culture district, it is also an opportunity to include expertise in economic development, urban planning, small business development and related fields. In many instances we have seen planning steering committees continue their work, in some cases transitioning to an implementation committee. We recommend including trusted community leaders, philanthropic leadership, civic and community leadership that will assure a range of diverse voices are included in the planning process. CPG can assist in recruitment through developing materials required for the recruitment and onboarding. The kick-off meeting during the first site visit will serve as an orientation and introduction to the planning process, a review of any learnings to date, and a first discussion of community priorities and issues.

Tour of Norwalk: As part of the first site visit, we suggest a ‘familiarization’ tour of the city to understand and provide context on the geography, and arts, culture and creative assets, particularly of the Norwalk Arts District.

RESEARCH

Background Documents Review: We will work with the project team to identify relevant studies, reports, plans and program information to generate a context for planning and provide an existing condition report for context and reference. Additionally, CPG will review national research from the Americans for the Arts (Arts and Economic Prosperity study), data from the SMU Arts Vitality Index and access to the IRS Master Business Files on arts and culture nonprofits.

Creative Economy Data/Profile: CPG utilizes the Creative Vitality Suite (<https://cvsuite.org>) as a tool in understanding the creative economy in a designated city or region. CV Suite is a

technology platform that can be used to define and measure a range of creative economy activity on a geographic level (by zips, counties, MSAs, and State); measure jobs and industry sales and earnings using creative SOC and NAICS codes that you can select or deselect; and compare wages in peer regions (are your wages more or less attractive?). Use of CVI data would be driven by the questions framed early in the process by the project team and/or the Steering Committee and decisions made on a definition of creative economy for Norwalk. Additionally, CV Suite includes the capacity for ethnicity and race demographics to provide context on the ethnic make-up of the region and compare it to that of the creative sector.

For Norwalk, it may be useful to compare Norwalk zip codes with the data for Fairfield County. A preliminary pull of 'snapshot' data for both Fairfield County data and isolating Norwalk zip codes (06850 thru 06857) suggests that Norwalk represents nearly 25% of cultural nonprofit revenues in Fairfield County and has nearly 4,800 jobs in the creative sector of the 35,000 or so in the county. CPG would include a work session with the project team to create a definition of creative economy – what jobs and industries are included in the definition – and prepare a creative economy report to inform the planning process.

SUPPLEMENTAL RESEARCH

Benchmarking: Through consultation with the project team, we will define relevant communities and/or agencies for profiling best and proven practices and/or comparisons as well as relevant plans to review for comparison. We recommend that benchmarking is most useful after significant progress in both qualitative and quantitative research has been completed as themes begin to emerge and benchmarking criteria can be focused and more useful. In the detailed workflow, benchmarking is included following the first site visit so that criteria may be developed that is informed by initial research and stakeholder input.

City of Raleigh Book Club Discussion Group



STAKEHOLDER ENGAGEMENT

Develop an Engagement Strategy: We will prepare an engagement strategy for city-wide engagement that establishes objectives and identifies the full array of stakeholders. This strategy will assess needs for specialized inclusive engagement to address language, cultural, age, geographic, disability and other conditions specific to Norwalk. Building on the objectives and analysis, the strategy will identify specific activities for outreach and engagement that are integrated with the plan development, including a process and timeline chart.

Build on Engagement Principles: The community participation process for the plan should include a variety of opportunities for people to participate in the planning process. We consider the following key components for effective, equitable, and inclusive civic engagement.

Understand how residents currently participate: We will review the range of methodologies for civic engagement that are common in Norwalk helping us understand and define who is currently participating in public processes and how they are participating in planning. This allows us to know who is underrepresented and what engagement strategies will work.

Go to the community: To reach community members less likely to participate in public processes it is necessary to go where they are and where they feel comfortable. This may include different community activities, such as meetings and events in the neighborhood or hosted in partnership with local trusted influencers.

Key Person Interviews and Facilitated Discussion Groups. We will provide a suggested approach to identifying key persons/stakeholders for interviews and discussion groups. The initial interviews will be essential in the first site visit given the geographic range and diversity of the region. The exact number and composition will be discussed and determined as part of the kick-off work session and included in the project work plan. The interviews and discussions may include arts and cultural organization leadership and representatives, business organizations, artists and creative businesses, elected and appointed officials, county/regional leaders, potential funding partners and local philanthropic leadership, civic and neighborhood associations, and others. For key person interviews, CPG assures interviewees that the interviews are considered confidential, and all key points are aggregated without attribution. Assuring confidentiality supports gathering honest feedback.

Community Survey: As part of the mixed method research design, CPG has included in the budget an open-source community survey of the county. The CPG team will work with the project team on content, distribution languages, appropriate qualifiers, and sampling methods. The survey will explore arts and cultural participation in the city, barriers to participation, and aspirations for the development of arts and culture. (Currently, the budget includes a CPG-administered open-source survey, not a statistically valid survey.)

DEVELOPMENT OF THE PLAN

Summary of Findings and Draft Framework: Our first step in developing a plan framework – including initial approaches to goals and strategies - and recommendations will be to draft a summary of community and stakeholder engagement, integrating all research to date, and highlight key, or top-line, themes and findings. After significant analysis of all the quantitative and qualitative research including the community engagement findings, the research findings will be shared with project leadership and the Steering Committee in a workshop format. The questions typically asked as part of this process are:

Does this reflect the city's current state and desired future state?

Did we get it right? What is missing?

How do we get there?

Draft Plan and Recommendations: A full draft of the plan will be developed integrating feedback on the framework and initial goals and strategies. The full draft will articulate goals, strategies and actions responding to the opportunities for Norwalk. The plan will include context on the assessment and reflecting the range of stakeholder input.

Stakeholder Review: We will facilitate a workshop with plan leadership and/or the Steering Committee to review the final draft and provide opportunities for broader public input with online and in-person options for community review and feedback of the plan. CPG typically uses www.konveio.com as an online review option. In-person feedback may include a town hall-style workshop, or a similar community forum with stakeholders. This will be informed by community engagement process to determine what may be the most effective and efficient design for community feedback.

Follow-up Interviews and Meetings: CPG will fully vet the draft plan with key decision-makers, city leadership and elected officials and other stakeholders as appropriate.

Final Plan Presentation: Incorporate feedback from the review and finalize the plan. Prepare for final presentation. Design and present the final plan to the Steering Committee for endorsement, in a public meeting, or in one or more forums as determined useful to implementation. [Present final plan to the Norwalk Common Council for review and adoption?]

Follow-up Consultation: Following adoption of the plan, CPG will remain available for six months of follow-up consultation to assist with the transition to implementation of the plan.

TEAM COMPOSITION

CPG brings extensive national experience in leading development of cultural plans in cities, counties and regions throughout the US, including significant expertise in arts and cultural district planning.

Team Member	Role	Notes
Martin Cohen, Partner Cultural Planning Group	Martin will lead the team and planning process, participating in all elements of plan development.	Martin has led or co-led many of the firm's cultural plans with an extensive background in nonprofit arts management and philanthropy. Additionally, Martin co-led recent development of the San Diego Live Arts District.
David Plettner-Saunders, Partner & Co-founder Cultural Planning Group	David will assist with most elements of planning and plan development.	David has led or co-led most of the firm's cultural plans, including projects with complex leadership structures and extensive research. David has extensive experience in working with cultural district plans.
Linda Flynn, PhD, Partner Cultural Planning Group	Linda is CPG's lead consultant for community engagement and public art. She will assist with research, engagement design and plan development.	Linda has overseen development of CPG's research methodology and community engagement strategies. She leads our public art practice and has led or co-led many of our cultural planning projects.
Rosario Psy Cultural Planning Group	Rosario is an artist and community engagement specialist.	Rosario will assist with creative engagement design and lead bi-lingual and/or Spanish language engagement.
Lauren Davis, PhD. CPG Researcher	Lauren will support document reviews, benchmarking, and other data reports for the project.	Lauren is experienced in arts funding and non-profit research.
Laura Bessinger-Moore Cheryl Baldwin DRMTM	DRMTM will collaborate with CPG on the design for the plan.	DRMTM is a firm that works regularly with CPG. They have deep experience in graphic design, brand research, messaging and design ensuring cultural plans reflect the vision and spirit that the planning process reveals.

BENEFIT OF WORKING WITH OUR TEAM

We provide rigorous equity-driven data analytics and community input to assist public agencies in policy development, funding and investment decisions, and translate complex analyses into simple, transparent and understandable data visualizations.

CPG believes speaking from a voice of resources and assets, rather than from a voice of deficit is critical. Every community holds unique culture, strengths, and creative expression. Recognizing and amplifying these assets in the planning process will result in a richer, more purposeful plan.

Through the planning process, we intentionally work with our clients to engage all community members throughout the planning process, including those of diverse backgrounds and cultural practices and ways of knowing.

For steering committees or advisory teams, CPG recommends a thoughtful and intentional selection process. The groups must represent multiple sectors of the community, including arts, culture, creative economy, education, business, and others and must reflect the communities we are working with. And, most importantly, the community should be involved in implementation and monitoring of the outcomes of the plan.

PROJECT MANAGEMENT

CPG partners and associates share a vision of client service emphasizing mutual respect, delivery of high-quality professional services, and a commitment to successful project outcomes. While we understand there is a need to adhere to and fulfill a contract, the team goes above and beyond to exceed expectations and ensure the planning effort is time and cost efficient. Completion of deliverables and efficient project management are accomplished by:

- Establishing detailed project work plans and communications plans at the onset of the project.
- Clear expectations and effective client communications.
- Listening well and conducting thorough research. Our mix of qualitative and quantitative research and cultural planning expertise provides an evidence-based foundation for planning.
- Performing most of the work by principals in our firm and reputable and accomplished sub-contractors. If project administration is performed by an assistant to the project, we practice consistent and frequent oversight.
- Ensuring an open, transparent planning process with the client and with the community.

TEAM BIOGRAPHIES

MARTIN COHEN, PARTNER

Martin Cohen joined The Cultural Planning Group in 2010 following a 30-year career in arts administration and arts philanthropy. He has led and partnered on a variety of projects that currently include co-leading the cultural planning process for San Diego, CA and Nashville, TN and collaborating on leadership of the Washington State Creative Economy Strategic Plan with WESTAF. He recently partnered with AECOM on a cultural equity assessment for LA County Department of Arts and Culture and developing a cultural plan for Round Rock, TX. Recent projects include development of a Strategic Cultural Action Plan accompanied with a plan for the Film Office for Fulton County, GA; a study of the municipal role in supporting art and culture for the City of Rockville, MD; and cultural master plans for the City of Greensboro, NC and Flower Mound, TX. Additionally, Martin developed the Cultural Economic Development master plan for the Arts Council of Greater Lansing and has served as co-lead for the firm for Boston Creates, the cultural planning process for the City of Boston and the City of Kansas City, MO. From 2010 through 2012 he served as the project director for development of the Local Arts Index, a national project of Americans for the Arts. In his role, he coordinated the research process of 100+ participating local arts agencies and led the design for primary research in each location.

Prior to joining as a Partner with CPG, Martin served as director of the Philadelphia Cultural Management Initiative (PCMI), a program of the Pew Center for Arts & Heritage. In his role with PCMI, Martin conceived and implemented a comprehensive capacity building program focused on facilitating organizational change and implementing best practices throughout the arts, culture and heritage sector of the five-county Philadelphia region. During his tenure, he created and launched programs focused on organizational assessment, providing organizations with opportunities for guided reflection and planning. Prior to his position with PCMI, he served as executive director of Dance/USA (the national service organization for dance), the Kansas City Ballet, the Washington Ballet, and the AMAN Folk Ensemble of Los Angeles.



EXPERIENCE

35-Plus Years in arts
leadership

EDUCATION

BGS - Arts Administration
Ohio University

Certificate in Mediation
CDR Associates
Boulder, CO

Wharton School of Executive
Education
Executive Coaching Program
Certificate

DAVID PLETTNER-SAUNDERS

PARTNER

David Plettner-Saunders is Co-Founder of Cultural Planning Group. A consultant for 30 years, David has prepared arts and cultural plans for more than 40 communities. His arts and cultural planning work reflects many of the pressing and complex issues facing communities, such as advancing equity, affordable spaces, and creative placemaking. In addition, his plans often address arts funding, creating public/private partnerships, and identifying appropriate roles for local government.

David has led development of cultural plans for communities large and small, rural and urban, such as Sacramento, Salt Lake, Raleigh, Tempe, Laguna Beach, Oceanside and Joshua Tree. These plans included elements for arts education, cultural facilities, and public art. He has also led development of the arts elements of general plans, developed plans for public art, and arts in parks.

David has also developed national and regional studies on individual artists as well as plans focusing on arts education. He has prepared assessments and strategic plans for arts and cultural organizations of virtually all disciplines and sizes, and in a great variety of communities.

A retired modern dancer, he is co-founder with his wife, Victoria Plettner-Saunders, of the former San Diego Alliance for Arts Education, responsible for successfully preserving and advancing arts education in the San Diego Unified School District, one of the nation's largest school districts, during the Recession. He is a board member of Side Street Projects, an entirely mobile, off-the-grid, artist-led organization in Pasadena, CA. He is the past Chair of the Southern California Dance Futures Fund and the Dance Resource Center of Greater Los Angeles.



EXPERIENCE
30 years

EDUCATION
J.D., University of North Carolina
School of Law, Chapel Hill

B.A., Wesleyan University,
Middletown, Connecticut

Special Student in Dance,
University of North Carolina
School of the Arts, Winston-Salem

MEMBERSHIPS
American for the Arts
Arts Action Fund, Americans for
the Arts
American Planning Association
Californians for the Arts
San Diego Regional Arts &
Culture Coalition

HIGHLIGHTED CLIENT LIST

LOCAL ARTS AGENCIES

City of Boston
City of Laguna Beach
City of Raleigh
City of Sacramento
City of San Antonio
City of San Diego
City of San Jose
Collier County (Naples)
Marin County
San Bernardino County
Sonoma County
Kansas City
Salt Lake City & County
Washington DC

ARTS FUNDERS & ORGANIZATIONS

California Arts Council
California Community Foundation
Center Dance Associates,
Music Center of Los Angeles County
Ennis House Foundation
(Frank Lloyd Wright), Los Angeles
Hawai'i Community Foundation
Inland Empire Community Foundation
James Irvine Foundation
Madison Center for the Arts/School District
National Endowment for the Arts
Philadelphia Music Alliance for Youth
San Diego Unified School District
Side Street Projects

Linda T. Flynn, Ph.D., Partner

Linda is a partner with Cultural Planning Group, joining the group in 2014. She is a planner who contributes nationally to best practices in planning, research, civic learning, and engagement for the creative sector. Linda has developed innovative cultural plans, and public art master plans, cultural tourism plans for diverse cities and counties across the country.

Cultural planning and public art planning are powerful tools to assist communities to achieve civic goals for identity, economic development, equity, revitalization, public/private partnerships, and placemaking. Linda designs innovative, customized methodologies to create a true, data driven profile of a community. Her process for community- based planning is based on a foundation of equitable civic engagement, quantitative data, community public and private partnerships, inclusivity, and collaboration. Linda works with creative workers and artists to infuse the process with creativity and user experience insights.

Recent cultural plans include Greensboro NC; Collier County FL; Portland, OR; and Fulton County, GA; Sacramento, CA and a Statewide Creative Economy Plan for Washington. These plans focus on innovative and forward thinking strategies for the arts with a lens to equity in all areas of funding of programming, funding, individual artist support, creative sector planning, and more.

Prior to her work with CPG, Linda's experience and relationships cross many industries and sectors, working with all levels in organizations planning with transportation firms, urban planners, government agencies, nonprofit organizations, and private sector corporations. Linda holds a doctorate in organizational management with a concentration in conflict management, and various certificates in qualitative and quantitative research. She is a published author of her research with organizations and volunteers her time at several local nonprofit organizations focused on the improvement of youth educational experience.



EXPERIENCE

20 years

EDUCATION

PhD., Social Sciences/
Conflict Resolution
Nova Southeastern University

Bachelor of Science,
Psychology
Florida Atlantic University

MEMBERSHIPS

Leadership Broward, Member,
and previous Board
Member

Americans for the Arts,
Member

American Planning
Association, Member

Public Art
Committee
Member, Broward
County FL

Florida Association of Public
Art Professionals, Member

ROSARIO TAPIA FRIAS

Rosario, known as Rosario Psy, originally from La Paz Bolivia, is an accomplished visual artist, therapist and accountant. Growing up in Bolivia, a country filled with traditions, rituals, and art in all its forms helped her open her mind and perspective on how the arts contribute to community.



Rosario graduated from the school “San Ignacio de Loyola” La Paz - Bolivia and decided to pursue her higher education in arts. She attended “Universidad Catolica Boliviana” and then moved to the United States where she received a degree from the Art Institute of Fort Lauderdale. She is also a public artist and has completed mosaic and mural projects for municipalities in South Florida.

Rosario works with CPG to design and implement creative community engagement for planning projects. She has worked with the CPG team on various public art plans bringing a much needed artist perspective to the planning process. Rosario is fluent in Spanish and English languages.

When Rosario is not working, she spends her time painting for weekly art shows, and performing live art at local events.

Education

San Ignacio de Loyola (Jesuit School) La Paz, Bolivia
The Habana Cuba University, La Paz, Bolivia
International Course of Broadcasting & Visual effects
The Art Institute of Fort Lauderdale, FL.
Graphic Design

Languages

English - Fluent
Spanish - Expert

Public Art Project Management

Pembroke Pines Public Art Master Plan
City of Lauderhill Public Art Program
City of Dania Beach Public Art Program



arts + culture brands **reimagined.**

DRMTM is a boutique collective that builds bold brands exclusively for the arts and culture sector. Our three experts with deep experience in brand research, messaging and design ensure cultural plans reflect the vision and spirit that the planning process reveals. In addition to creating brands and providing brand education through workshops nation-wide, DRMTM has worked on cultural and public art plan branding in West Palm Beach, Florida, Goshen, Wyoming, and with CPG on plans for Healdsburg and San Diego, California, and Cedar Rapids, Iowa.



PROFOUND INSIGHT

Surale Phillips, head of brand research, has been an affiliate cultural planning consultant with CPG for more than a decade and is familiar with all aspects of cultural planning. In her role with DRMTM her expertise creates a bridge between data and brand messaging and design.



TRANSFORMATIVE WORDS

Laura Bessinger-Morse, head of brand messaging, has deep roots in the arts from decades of study and work as an historian, museum director and nonprofit leader. Laura's magic is in the written elements of the plan and supporting communications that capture compelling cultural information, themes, insights, histories and narratives that make each plan an authentic reflection of the community.



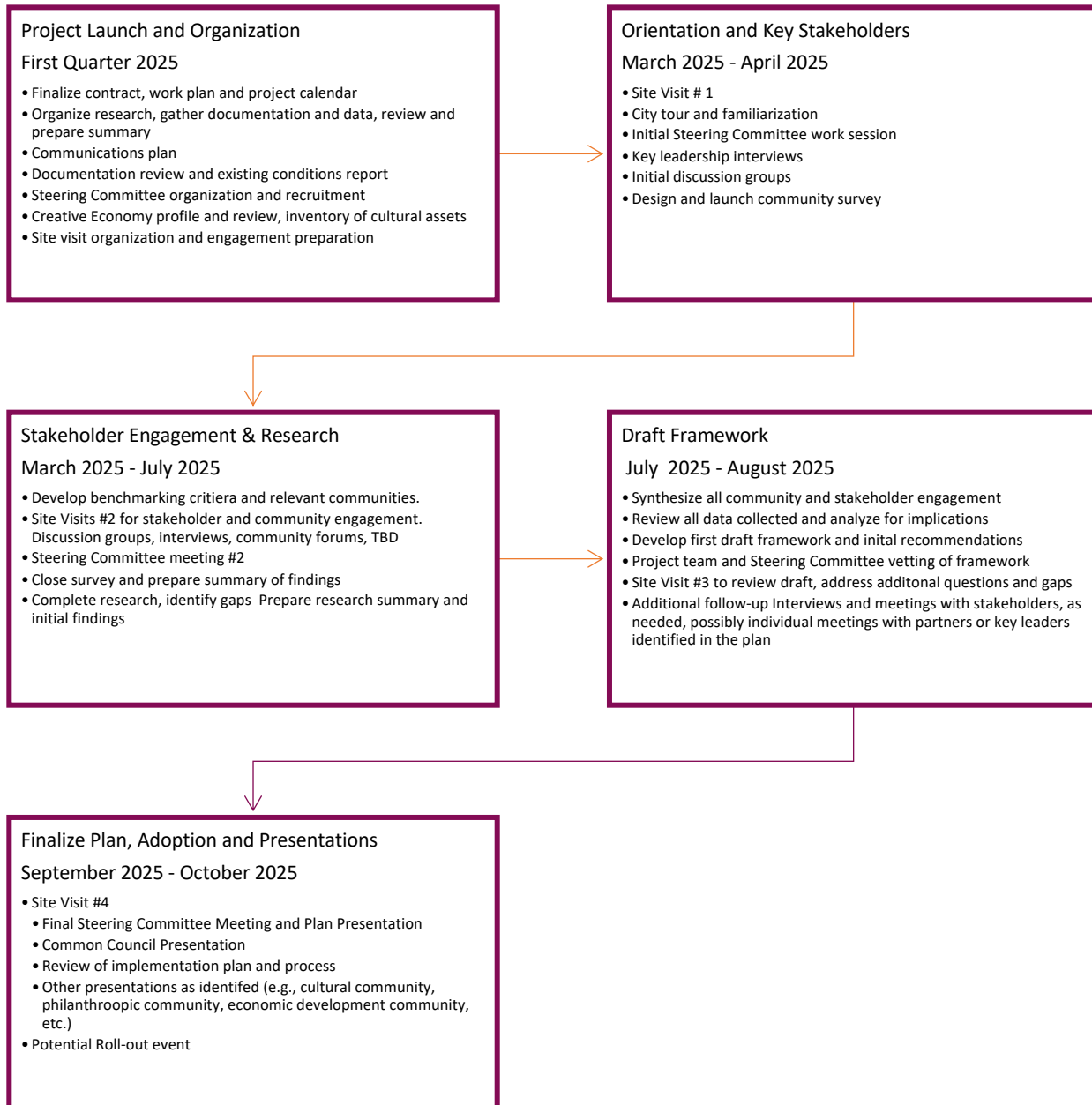
CAPTIVATING, MEANINGFUL DESIGN

Cheryl Baldwin, head of brand design, has been elevating the visual communication of arts, culture and nonprofit organizations for over 30 years. With a creative mind for mission-driven design and inspiring brand experience, Cheryl's work has motivated communities to be bold, captivating and human in all visual elements, from logos and collateral to infographics and cultural plans.

Together with the planning team, DRMTM will develop brand identity, design details, and messaging for the planning process. Once finalized, the brand will carry through to all public facing materials and online tools, as well as to the final plan document.

TIMELINE

The following timeline is based on an estimated project launch on or around January 1, 2025. It is estimated that the planning process will require between 10 and 12 months for completion. Please note detailed workflow outlined in the budget section below.



BUDGET AND DETAILED WORKPLAN

The following grid is provided a detailed work plan and an itemized cost projection. CPG fees are indicated for each member of the team. An allocation is included in the budget summary for report and presentation graphic design services provided by DRMTM. Fees are not charged for travel days.

Travel and related expenses estimates are based on a prevailing per mile rates per the IRS. Air and hotel rates are estimated at the time of preparing this estimate.

Project Element/Task	Cohen	Plettner-Saunders	Flynn	Psy	Davis
Project Launch/Orientation					
Project Initiation and Existing Conditions	21	10	10	4	20
Project organization/finalize contract and administrative logistics. Develop full work plan	2				
Team work session to organize and prepare kick-off meeting and project launch. Included preparation of agenda and materials for kick-off meeting.	2	2	2	2	
Virtual kick-off work session with Norwalk project team and consultant team to review scope, timeline, logistics, data gathering, preparation of first site visit, review of stakeholders and engagement calendar.	2	2	2	2	
Prepare/outline internal and external communications plan based on kick-off discussion.	1				
Identify, gather and analyze existing/available data, reports and background information for assessment on arts, creative economy, tourism, economic development, and related areas. Review materials related to CT Cultural Districts program and designation. Additional data collection for assessment, alignment and analysis as identified.	4	4			20
Gather inventory of arts, culture and creative economy assets. Gather and review Creative Vitality Suite data on creative economy.	4		4		
Plan/outline site visit #1 for initial leadership interviews (e.g., elected and municipal officials, other priority); arts council leadership; arts and culture stakeholders community meetings as identified in part one assessment. Identify key stakeholder/informant lists with client and determine target groups for discussion groups and other engagement. Finalize preparations for site visit.	6	2	2		
Site Visit #1/2 Consultants/3 days	24	24	24	0	0
Organizational meeting with client team and consultants to launch site visit.					
Familiarization tour of arts district and relevant arts and cultural assets in Norwalk (venues, public art, etc.)					
Individual interviews with key informants including elected and administrative leadership from the four counties as determined (e.g., economic development; planning, finance; tourism. Other examples may include Main Street/business district management). Also interviews/discussions with arts council leadership in each county.					

Steering Committee Orientation and Kick-off work session.					
Summary meeting with project management team. Review of initial themes and implications. Calendar review and preparation for next steps and second site visits					
INTERIM FOLLOW-UP	19	14	19	0	16
Follow-up on site visit with a top-line themes summary of themes and findings focused on analysis to identify: Initial impressions on strengths, opportunities, barriers and resources related to arts, culture and creative economy, with particular focus on the potential for the Cultural Arts District.	5	3	3		
Identify relevant communities for benchmarking and most useful benchmarking criteria. Conduct benchmarking research. Prepare summary presentation for project team and Steering Committee.	2	3			16
Prepare and finalize community survey.			6		
Ongoing client meetings/administrative	6	6	6		
Prepare for site visit #2 for public/stakeholder engagement. Work sessions with client to review agenda, approach and scheduling. Includes ongoing meetings on survey progress and top line findings.	6	2	4		
Site Visit #2: 3 consultants, 3 days	24	24	24	24	
Key arts, culture and artist stakeholder interviews and/or small group discussions. This may be a combination of meetings with non-profit arts leadership; for-profit creative entrepreneurs/businesses; and others identified during site visit preparations.					
Series of community and stakeholder discussion groups and interviews.					
Public engagement events - may be a combination of town-hall style meetings; pop-ups or other related events to assure geographic accessibility and include opportunities for broad community input.					
Steering Committee Work Session					
Work session with project leadership to include discussion and overview of topline themes from interviews and discussion groups.					
INTERIM/FOLLOW-UP	12	12	12		0
Follow-up on site visit and summary of next steps. Identify remaining gaps in engagement, additional virtual meetings/interview as needed.	12	12			
Close community survey. Analyze and prepare summary presentation for project team and Steering Committee			12		
DRAFT PLAN FRAMEWORK	52	40	36		
Comprehensive review of all stakeholder input, gap analysis and follow-up (virtual) to address any remaining gaps in input.					
Develop preliminary outline/framework of plan to include: vision, goals and strategies; outline of potential funding and/or revenue sources; recommendations on activation of the cultural arts district; identification of capacity needs for artists and art and culture organizations; preliminary implementation grid to include action items, priorities and cost estimates.					
Vetting of outline/preliminary strategies with leadership. Revise based on review session.					
Prepare for site visit #3 - review and testing of recommendations and plan framework.					
Site Visit #3: 2 consultants, 2 days	16	16			
Work session with project staff to review vet preliminary approaches.					

Workshop session with Steering Committee to review framework, recommendations and strategies.					
Testing' of draft with municipal leadership.					
Community Forum to review framework and draft strategies					
Project team debriefing, prep for final draft					
Review potential funding sources.					
PREPARE FINAL PLAN AND PRESENTATION	24	24	16		
Integrate public and leadership feedback. Finalize plan.					
Plan and presentation design					
Prepare communications/campaign of final plan					
Prepare final site visit					
Presentation Site Visit # 4 (2 days)	16	16			
Project team meeting					
Presentation to stakeholders and project leadership					
Other presentations as determined/desired					
Implementation workshop					
Grand total - all hours	208	180	141	28	36
Hourly Rate Per Consultant	\$ 220	\$ 220	\$ 220	\$ 175	\$ 75
Total Fees	\$45,760	\$39,600	\$31,020	\$6,300	\$2,700
Total Professional Fees	\$122,680				
Travel Allocation and contingency	\$17,590				
Graphic Design/Plans and Presentations (DRMTM)	\$8,000				
GRAND TOTAL	\$140,270				

Travel		Per (flight/mile)	
MDC (300 miles R/T + 100 local)	4 RT	400 mi @ \$.67	\$1,340
DPS (R/T SAN - NY area airports)	4 RT	\$500	\$2,000
LTF (FLL – NY area airports)	2 RT	\$450	\$900
Psy (FLL – NY area airports)	1 RT	\$450	\$450
Hotel - est. 36 room nights total @ \$250 incl rates and taxes	36	\$250	\$9,000
Per diem 24 days at \$75	36	\$75	\$2,700
Airport parking, transfers, contingency			\$1,200
Total Travel and Related Expenses and Contingency			\$17,590

REFERENCES

CITY OF SAN DIEGO, CA

Creative City Cultural Plan Arts District Plan

Client/Agency Name: City of San Diego, Department of Cultural Affairs

Contact: Jonathon Glus, Executive Director; jglus@sandiego.gov; (281) 997-5972; (619) 236-6800

Number of Projects Completed for Client/Agency: 3

Project Names: Cultural Arts Master Plan Project Descriptions: CPG has completed three relevant projects for the Department of Cultural Affairs since 2021. The first was a feasibility study for a downtown live arts district built upon four city-owned theaters that are within a four-block radius and that includes other cultural assets. Following the study, CPG was engaged to develop a business plan for the arts district, bringing together a broad range of community stakeholders, arts presenters and producers, to design an operating and financial model for the district. It is slated to be launched in early 2025. San Deigo's first master cultural plan was launched in 2022 and is in the final stage of review by City Council for implementation beginning in 2025. The plan was developed through extensive community and stakeholder engagement over several months with opportunities for the public to respond to a plan draft. [Creative City](#) is scheduled for adoption by City Council in January 2025.

Project Approach and Methodology: The cultural plan process included extensive community engagement – stakeholder interviews and discussion groups, public engagement, a community survey and a staff team. Additional research included an analysis of City-owned cultural facilities (62 were identified) best practices research and facilitation of discussions of transborder artists and the sister agency in Tijuana, Mexico.

Year of Project and Length of Project: Three projects between 2021 and December 2024.

Project Budgets and Final Invoiced Amount: Project 1: \$25,000. Project 2: \$63,000. Project 3: \$360,000

Contractor Personnel Assigned to Project and Project Role: David Plettner-Saunders, Lead Consultant; Martin Cohen, Co-lead consultant

CITY OF PEARLAND, TX CULTURAL ARTS MASTER PLAN

Client/Agency Name: City of Pearland / Visit Pearland

Contact: Tracy Rohrbacher, Executive Director, Visit Pearland, trohrbacher@pearlandtx.gov, (281) 997-5972

Number of Projects Completed for Client/Agency: 1

Project Names: Cultural Arts Master Plan Project Descriptions: This plan is the City's first master plan focusing on arts and culture. Pearland is located adjacent to Houston and has been a bedroom community, although in recent years, the community has developed and diversified to become more exurban. The community is very proud of its quality of life and now seeks to elevate arts and culture as an amenity. City Council commissioned the plan to consult with the community about its vision and goals for arts and culture, and to identify priorities for City action. One objective of the master plan was to explore the possibility of a cultural district. The planning process clearly identified the historic Old Town area, and CPG made recommendations for its development. CPG has been retained to assist with implementation of the plan, including working with redevelopment consultants on first steps in district development.

Project Approach and Methodology: The master plan included extensive community engagement – stakeholder interviews and discussion groups, public engagement, a community survey (1,700 responses), a Steering Committee, and staff team. Additional research included a market demand study, cultural asset inventory, and best practices research.

Year of Project and Length of Project: 2023/24 (16 months total)

Project Budgets and Final Invoiced Amount: \$97,840

Contractor Personnel Assigned to Project and Project Role – David Plettner-Saunders, Lead Consultant, Linda Flynn, Co-lead consultant

OREGON ARTS COMMISSION CULTURAL DISTRICTS PROGRAM DESIGN

Client/Agency Name: Oregon Arts Commission

Contact Name and Title: Brian Rogers, Executive Director, Oregon Arts Commission and Oregon Cultural Trust, Brian.ROGERS@biz.oregon.gov, (971) 209-5385

Number of Projects Completed for Client/Agency: 1

Project Names: Creative and Cultural Districts Framework and Program Design

Project Descriptions: Many Oregon cities and communities have come to recognize that their cultural assets are often located near each other and constitute a natural district or offer the essential elements to develop a district. Other cities in Oregon recognize that there are opportunities to build, expand and/or strengthen their cultural assets through pursuit of an area or geography that is designated as a district. In response, the Oregon Arts Commission engaged CPG to design a framework and program design for a state-wide creative and cultural districts program.

Project Approach and Methodology: CPG worked with a staff team from OAC and a statewide steering committee representing economic development, the Oregon Cultural Trusts, historic preservation, the OR Mainstreet Program and philanthropic organizations to design the program. Research included benchmarking the 17 other state districts programs (as of the project); extensive interviews with a range of stakeholders in communities across the state; elected officials and others relevant to the program design.

Year of Project and Length of Project: 2022-23, nine months

Project Budgets and Final Invoiced Amount: \$50,000

Contractor Personnel Assigned to Project and Project Role: David Plettner-Saunders, Lead Consultant; Martin Cohen, Co-lead consultant

CAC CULTURAL DISTRICTS PROGRAM EVALUATION

Client/Agency Name: California Arts Council

Contact Name: Ayanna Kiburi, Deputy Director MPH, ayanna.kiburi@cac.ca.gov, 916-322-6555

Number of Projects Completed for Client/Agency: 3 – CPG has completed three projects for the Arts Council, however, we are listing the most recent and relevant one here.

Project Names: California Cultural Districts Evaluation

Project Descriptions: In partnership with Moxie Research, CPG conducted an evaluation of the pilot California Cultural Districts program (in technical terms, a utilization-focused evaluation). In 2017, the Arts Council initiated the pilot, designating 14 cultural districts reflecting the state's geographic and demographic diversity. The evaluation included development of a logic model, a review of program processes, a gap analysis and recommendations for enhancements to the program. In essence, the evaluation largely validated the program design and recommended its expansion, with some modifications. It also made specific recommendations to improve the equity of the program. Following a delay during the pandemic, the Arts Council and legislature authorized and funded the program's expansion. The original 14 districts have formed a statewide network and conduct ongoing peer learning, sharing and advocacy.

Project Approach and Methodology: Moxie and CPG interviewed and assessed all 14 cultural districts, conducted a data analysis of the program, consulted with issue experts, and worked closely with Arts Council staff. At the conclusion of the project, we developed a standard self-assessment tool for the cultural districts and trained them through a webinar on its use.

Year of Project and Length of Project: 2018/19 (10 months)

Project Budgets and Final Invoiced Amount: \$60,000

Contractor Personnel Assigned to Project and Project Role: David Plettner-Saunders, Project Co-lead, [Patti Saraniero, Lead Evaluator, Moxie Research]

RELEVANT PAST PROJECTS



Oregon Arts Commission – Oregon Creative and Cultural Districts Design Framework

The Oregon Arts Commission and its partner agencies sought to develop a new statewide creative and cultural districts program. In 2022, the Arts Commission, Business Oregon and the Oregon Cultural Trust convened a Steering Group of stakeholders that represented a range of cities, counties and agencies across the state to conduct a process leading to the preparation of a program design. Through a seven-month process of research and engagement, a framework and program design was completed in March 2023.

Many Oregon cities and communities have come to recognize that their cultural assets are often located near each other and constitute a natural district or offer the essential elements to develop a district. Other cities in Oregon recognize that there are opportunities to build, expand and/or strengthen their cultural assets through pursuit of an area or geography that is designated as a district. The framework and program design is intended to provide a broad definition of a creative and cultural district and provide support in developing, launching and operating districts across the state.

CLIENT

Oregon Arts Commission

SCOPE OF WORK

Creative and Cultural District Framework

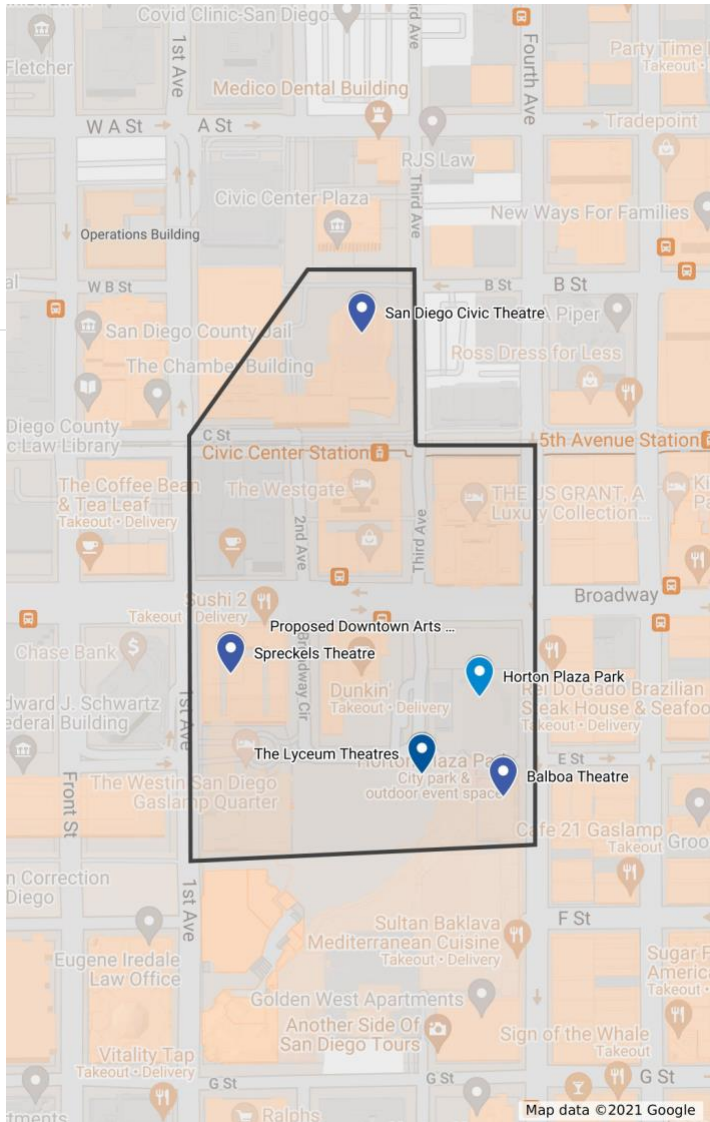
YEAR COMPLETE

2023

CPG PARTNERS

David Plettner-Saunders

Martin Cohen



The District plan provides a framework to designate a compact and walkable district embedded within City Center District and adjacent to the Gaslamp – each with distinct and complementary identities.

The Commission for Arts and Culture (now the Department of Arts and Culture) is working with an independent partner to launch and manage the new arts district. It is anticipated the District will launch in mid-2024,

CLIENT

San Diego Commission for Arts and Culture

SCOPE OF WORK

Phase 1 – Concept and Feasibility Study for a downtown arts district
Phase 2 – Arts District Business Plan

YEAR COMPLETE

2023

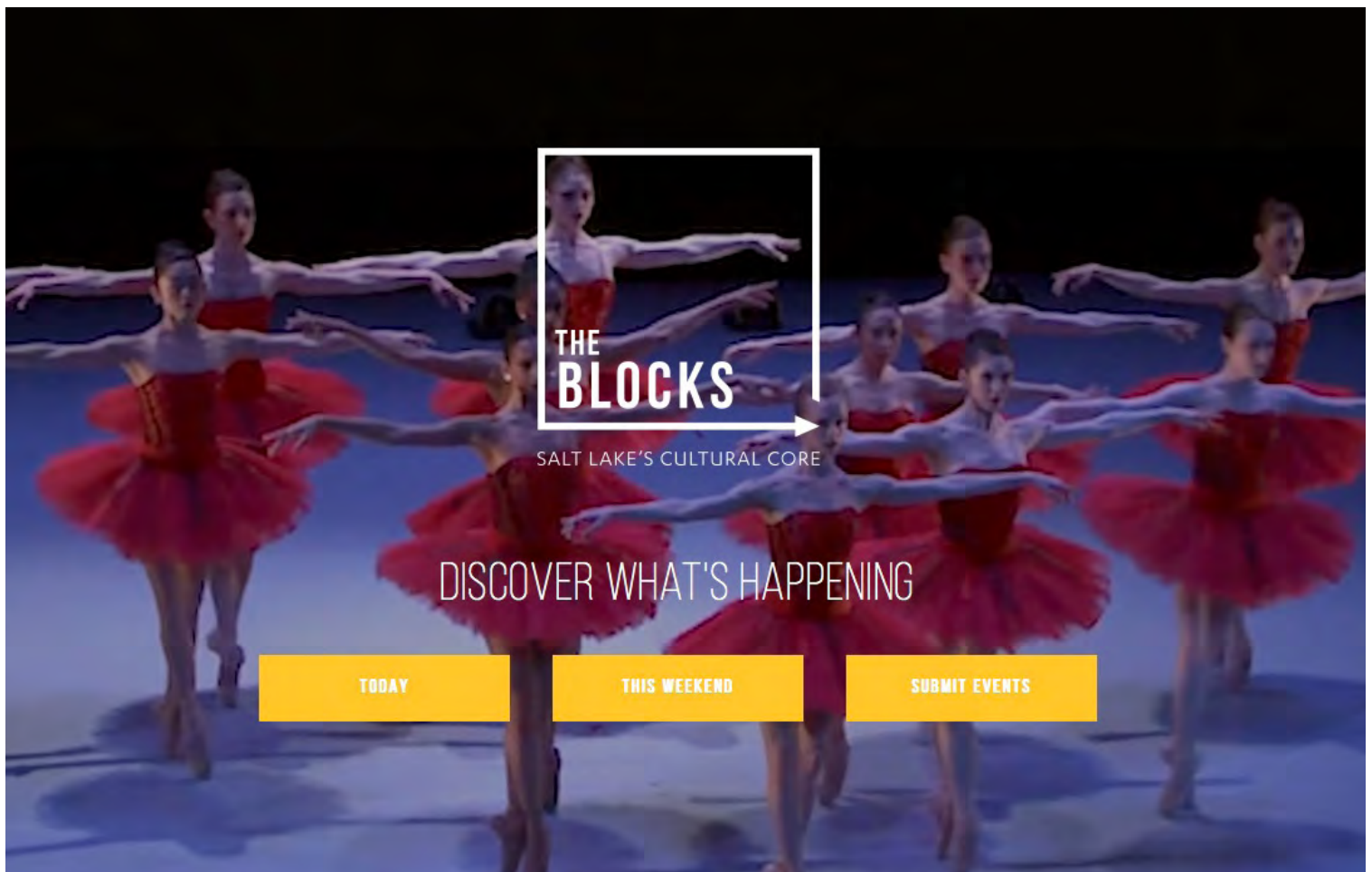
CPG PARTNERS

David Plettner-Saunders
Martin Cohen

Downtown San Diego Live Arts District

Concentrated within a small area of downtown San Diego is a remarkable cluster of four theatres – the San Diego Civic Theatre, Balboa Theatre, Lyceum Theatre and Spreckels Theatre. Each venue has a continuous, decades-long track record of public performances. This natural grouping is supplemented by the publicly accessible Horton Plaza Park and other cultural assets, public and private. This natural grouping, coupled with the fact that three of the venues are City-owned, prompted consideration of an Arts District by downtown leaders and was the impetus for the first phase concept and feasibility project. Based on the findings and recommendations of that study, the second phase Business Plan was commissioned by the City of San Diego to operationalize the proposed Arts District.

The Arts District is an idea whose time has arrived. The District offers the opportunity to leverage the legacy of the venues and cultural assets within the designated borders of the District - the richness, breadth, and variety of live arts experiences among the four theatres, and the renovations and improvements slated for completion in 2024.



CULTURAL CORE / THE BLOCKS

This is a comprehensive plan for Salt Lake City and County's joint downtown cultural district, now branded as THE BLOCKS (<https://theblocksslc.com/about/>). While Salt Lake has a strong tourism brand, it seeks now to strengthen its reputation for creative vitality among visitors and residents. Salt Lake in fact has a remarkable concentration of cultural venues and people and extraordinarily high arts participation. For example, its beautiful new Broadway venue, the Eccles Theater, has a waiting list of 9,000 for its season tickets. Major new works of permanent and temporary public art are underway. Based on market research and stakeholder engagement, the plan calls for coordinated creative placemaking, marketing and audience development, management, financing and success metrics. The Cultural Core plan is in its fifth year of successful implementation under the management of Downtown Salt Lake Presents.

CLIENT
Salt Lake City and County

SCOPE OF WORK
Master Plan for the Joint
Downtown Cultural District

YEAR COMPLETE
2016

LINK TO THE PLAN



CREATIVE LIFE: RALEIGH ARTS PLAN

The Raleigh Arts Plan lays out a bold goal: every citizen is empowered to lead the creative life they envision. This also suggests that the overarching purpose of the City of Raleigh is to help assure a fulfilled life for every citizen and calls on the City to encourage cooperation among all City departments to include arts, culture and creativity as essential strategies for assuring fulfilled lives for all. The plan for the state capital of North Carolina was developed with the direct participation of more than 4,000 citizens. Planning included a regional audience demand study and audience development strategies for a cohort of arts organizations.

CLIENT
City of Raleigh, Office of
Raleigh Arts

SCOPE OF WORK
Cultural plan

YEAR COMPLETE
2016

LINK TO THE PLAN



CREATIVE EDGE

Sacramento's Arts, Culture & Creative Economy Plan

Perhaps overshadowed by California's coastal cities, this capital city is reclaiming its story and celebrating its unique character. It is on the "creative edge" of its next iteration. This citywide plan leverages the community's creativity in multiple ways for enhanced cultural development, greater equity, economic growth, and authentic placemaking/placekeeping. One priority is arts education and the plan has already led to the formation of an ambitious countywide initiative to assure arts education for every student supported by the mayor and educational leaders. The City has taken a deep internal look and established new policies and funding programs to support racial and cultural equity. The plan made recommendations to restructure and improve governance and management of the arts in city government. Implementation has generated significant new dollars for the arts and public/private partnerships, aligned with the goals of the plan.

CLIENT

City of Sacramento, California

SCOPE OF WORK

Arts, Culture & Creative Economy Plan

YEAR COMPLETE

2018

LINK TO THE PLAN



Glendale Arts and Culture Festival

CITY OF GLENDALE ARTS AND CULTURAL PLAN

The Arts and Culture Plan is a roadmap for the City's Arts and Culture Department for advancing arts and culture for the community, with a primary focus on public art. The plan was developed with a community taskforce and included substantial bilingual stakeholder and resident engagement.

The plan addresses priorities relating to the arts, placemaking and the integration of public art into new development; public art and placemaking in parks and city-owned properties; equitable distribution and access to the arts, and updates to ordinances with goals of sustainable funding through an increase in the percent for art and addition of a private development ordinance.

The budget is \$100,000.

CLIENT

City of Glendale AZ

SCOPE OF WORK

Public Art Plan and Arts Plan

YEAR COMPLETE

2024 (final adoption in process)

SECTION 1 – CITY RESPONSE FORMS

CITY OF NORWALK
PURCHASING DEPARTMENT

SECTION 1 – RESPONSE FORMS

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

The Cultural Planning Group, LLC
Proposer's Name

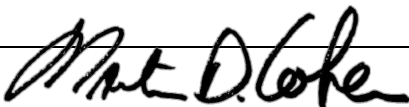
901 Melrose Avenue
Street Address

Melrose Park	PA	19027
City	State	Zip

Business Telephone:	(267) 992-3792
---------------------	----------------

Email Address:	martin@culturalplanning.com
----------------	-----------------------------

Martin Cohen, Partner
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.	
	October 21, 2024
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:

None_

CITY OF NORWALK PURCHASING DEPARTMENT

1.1 PROPOSAL RESPONSE FORM

Vendor Name - The Cultural Planning Group, LLC		
Address - 901 Melrose Avenue, Melrose Park, PA 19027		
Phone - (267) 992-3792	Fax -	Email - martin@culturalplanning.com
Manager - Martin Cohen, Partner		Fed ID# 56-2552152

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.

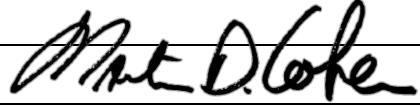
The undersigned further understands and agrees that they will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to 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

Total Lump Sum Fee	\$ 140,270
Total Lump Sum Fee in Writing	One Hundred Forty Thousand, Two Hundred Seventy Dollars

B. CERTIFICATION

Submitted By: Martin Cohen	Signature: 
Authorized Agent of Company (Name & Title): Martin Cohen, Partner	
	Date: October 26, 2024

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	10/22/24	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:	26	
2.	Number of personnel employed:	Part Time	Full Time
	No employees - 3 partners		

3. List six contracts of this type/size your firm has completed within the last four years:			
Project	Date	Contact Person	Phone No.
San Diego Cultural Plan and cultural district plan	7/22 - Current	Jonathon Glus, E.D.	(619) 236-6800
Develop statewide cultural district program - State of OR	11/22 - 11/23	Brian Rogers, OR Art Commission	(971) 209-5385
City of Round Rock cultural plan	7/22 - 4/23	Scott Wilkinson, Director of Arts & Culture	(512) 671-2705 (x2705)
City of Pearland, TX (Visit Pearland Cultural Plan)	3/23-7/24	Tracy Rohrbacher	(281) 997-5972
City of Glendale , AZ Cultural Arts Plan	3/23 - 7/24	Jessi Pederson, Dir of Econ Dev	(602) 696-9284
City of San Jose, CA funding plan	6/23 -1/24	Kerry Adams Hapner, Director of Cultural Affairs	(408) 793-4333

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
DRMTM	West Palm Beach, FL	Cheryl Baldwin	(561) 578-7019	Graphic Design

CITY OF NORWALK PURCHASING DEPARTMENT

5. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)		general partnership		
		limited partnership		
		limited liability corporation		
	X	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
				No - in process of obtaining
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: The Hartford	Tel: (866) 467-8730
Agency Address: BUSINESS SERVICE CENTER, 3600 WISEMAN BLVD. SAN ANTONIO TX 78251	Email:

1.5 CITY OF NORWALK VENDOR QUESTIONNAIRE – IT INFORMATION SECURITY

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

The Cultural Planning Group, LLC

2 Business name/disregarded entity name, if different from above

N/A

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 ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**
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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6878 Navajo Rd, Unit 58

6 City, state, and ZIP code

San Diego, CA 92119

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

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

5 6 - 2 5 5 2 1 5 2

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ►

David Plittner-Saunders

Date ► **1-3-2024**

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.

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

The Cultural Planning Group, 901 Melrose Avenue, Melrose Park, PA 19027
Contact: Martin Cohen, Partner
(267) 992-3792
martin@culturalplanning.com

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

Professional services - consulting for cultural arts planning

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 X ☒

We will not require any access or use of City systems. We own and manage our own system, primarily individual laptops for each consultant accessing a shared, cloud-based file system.

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 X ☒

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 ☐

N/A

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 ☐

Attached

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 ☐



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/21/2024

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 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 VANTREO INSURANCE BROKERAGE 57110588 1950 W CORPORATE WAY 1 ANAHEIM CA 92801	CONTACT NAME:	
	PHONE (866) 851-5039 (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Sentinel Insurance Company Ltd.	
INSURED THE CULTURAL PLANNING GROUP LLC 6878 NAVAJO RD UNIT 58 SAN DIEGO CA 92119	NAIC# 11000	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			57 SBA BO8052	11/17/2023	11/17/2024	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	☒ General Liability						MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
	POLICY ☒ PRO-JECT ☐ LOC						GENERAL AGGREGATE	\$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY			57 SBA BO8052	11/17/2023	11/17/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS		SCHEDULED AUTOS				BODILY INJURY (Per accident)	
	HIRED AUTOS	☒	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	
	☒ AUTOS							
A	UMBRELLA LIAB EXCESS LIAB	☒	OCCUR CLAIMS-MADE	57 SBA BO8052	11/17/2023	11/17/2024	EACH OCCURRENCE	\$1,000,000
	DED ☒	RETENTION \$ 10,000					AGGREGATE	\$1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐	N/A				E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

For Informational Purposes
6878 NAVAJO RD UNIT 58
SAN DIEGO CA 92119

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

Susan L. Castaneda

© 1988-2015 ACORD CORPORATION. All rights reserved.

THANK YOU!

