ECONOMIC AND COMMUNITY DEVELOPMENT
OF THE COMMON COUNCIL
125 East Avenue
P.O. Box 5125
Norwalk, CT 06856

TO:	MEMBERS, ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE OF THE COMMON COUNCIL
FROM:	JOSH GOLDSTEIN, CHAIRMAN
DATE:	APRIL 29, 2024
RE:	MEETING NOTICE

The Meeting of the Economic & Community Development Committee is scheduled for Thursday, May 2, 2024, at 7:00pm. To allow public access, anyone may access a meeting by telephone, Zoom, and/or the City of Norwalk YouTube channel. Specific instructions and links can be found at www.norwalkct.org/meetings.

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

Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be included into the record, they must be submitted by 12:00 p.m. the day of the meeting. Please email Sabrina Godeski at sgodeski@norwalkct.gov with the subject line "Public Comment" to provide written public comment prior to the meeting.

ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE OF THE COMMON COUNCIL
REGULAR MEETING
MAY 2, 2024 @ 7:00PM
AGENDA

CALL TO ORDER

ROLL CALL

PUBLIC PARTICIPATION

I. ADMINISTRATION

A. Approval of the Minutes of April 4, 2024 special meeting.

II. NEW BUSINESS

A. TRANSPORTATION, MOBILITY, AND PARKING

1. Presentation on the Norwalk Route 1 Corridor Master Plan Study. – Garrett Bolella
2. Complete Streets Update. – Garrett Bolella

B. REDEVELOPMENT AGENCY

1. RESOLUTION AUTHORIZING THE MAYOR TO PARTICIPATE IN THE BROWNFIELD MUNICIPAL GRANT PROGRAM TO SUPPORT THE ENVIRONMENTAL REMEDIATION AND REDEVELOPMENT OF 55 MLK DRIVE (WEBSTER STREET LOT)

   WHEREAS, pursuant to C.G.S Section 32-763 the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and

   WHEREAS, it is desirable and in the public interest that the City of Norwalk & Norwalk Redevelopment Agency make an application to the State for $3,000,000 in order to undertake the 55 MLK (Webster Street Lot) Brownfield Cleanup Project and to execute an Assistance Agreement.

   NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF NORWALK

   1. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by C.G.S Section 32-763

   2. That the filling of an application for State financial assistance by the City of Norwalk & Norwalk Redevelopment Agency in an amount not to exceed $3,000,000 is hereby approved and that Mayor Harry Rilling is directed to execute and file such application with the Connecticut Department of

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

2. RESOLUTION AUTHORIZING THE MAYOR TO PARTICIPATE IN THE COMMUNITY INVESTMENT FUND 2030 PROGRAM TO SUPPORT THE REDEVELOPMENT OF 55 MLK DRIVE (WEBSTER STREET LOT)

   WHEREAS, pursuant to C.G.S Section 32-285a the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and

   WHEREAS, it is desirable and in the public interest that the City of Norwalk & Norwalk Redevelopment Agency make an application to the State for $8,000,000 in order to undertake the 55 MLK (Webster Street Lot) Community Investment Fund Project and to execute an Assistance Agreement.

   NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF NORWALK

   1. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by C.G.S Section 32-285a

   2. That the filling of an application for State financial assistance by the City of Norwalk & Norwalk Redevelopment Agency in an amount not to exceed $8,000,000 is hereby approved and that Mayor Harry Rilling is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of the City of Norwalk.

C. BUSINESS DEVELOPMENT & TOURISM

1. FY2025 Special Events Presentation. – Sabrina Godeski & Anna Breault

2. Authorize the Mayor, Harry W. Rilling to execute a contract with Placer Labs, Inc. for a data software unlimited license in the amount of $34,000 via sole source procurement. – Sabrina Godeski & Anna Breault
   ACCT: 0924 3710 5777 C0773

3. Authorize the Mayor, Harry W. Rilling to execute a 3-year contract with two 1-

year extension options with ARC Sound, Stage, Lighting, LLC in the amounts of $92,510 for year one, $97,585 for year two, and $102,760 for year 3 for Purchasing Project: 4341R Stage, Lighting, and Sound Services. – Sabrina Godeski & Anna Breault
ACCT: 0925 3780 5777 C0680
0924 3710 5777 C0773
0925 3710 5777 C0773

III. OLD BUSINESS

ADJOURNMENT

ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
OF THE COMMON COUNCIL
SPECIAL MEETING
THURSDAY APRIL 4, 2024
VIA TELECONFERENCE

ATTENDANCE:	Joshua Goldstein; Chair, Heather Dunn, James Frayer, Jalin Sead, Sr., Barbara Smyth, Darlene Young, Nora Niedzielski-Eichner
STAFF:	Sabrina Godeski; Director of Business Development & Tourism, Johan Lopez (7:15 p.m.)
OTHER:	Sherelle Harris, Garrett Bolella, Chief, James Walsh; Police Chief, Gino Gotto; Fire Chief, Mark Conte; Asst. Chief, Edward McCabe; Deputy Chief, Lamond Daniels, Melissa Murry (6:05), Deanna D'Amore, William Hnatuk, Sandra Faioes, Lunda Asmani, Rob Pennington, Dr. Alexandra Estrella, Ralph Valenzisi, Bryan Lutz, Brian Kaspr, Jessica Vonashek, Steve Kleppin, Brian Bidolli, Joyce Liu, Vanessa Valadares, Ralph Kolb, Ken Hughes, Neil Renni

CALL TO ORDER

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

ROLL CALL

Mr. Goldstein listed the members in attendance as reflected above.

PUBLIC PARTICIPATION

a. Ms. Lenelle Jones

Ms. Jones conveyed her disquiet and apprehension about the development of the Request for Proposal (RFP) for the Indian River Project. She believed that the Harbor and Shellfish Commissioners should have been consulted during the process. Additionally, she hinted at a potential conflict of interest involving one of the senior personnel at Indigo River. Ms. Jones also expressed dissatisfaction with the fact that the steering committee was not established as promised during the December 2023 meeting.

b. Diane Lauricella

During the meeting, Ms. Lauricella showed her support for Ms. Jones and agreed with her talking points. She also expressed her concern about the amount of money requested. Additionally, she concurred with Ms. Jones about the lack of participation by Harbor and Shellfish committee members.

Later on, Ms. Lauricella brought up the Capital Budget and mentioned that many constituents were still suffering due to the pandemic. She suggested that some departments could have their budgets trimmed, and the money could be applied elsewhere in a more effective manner.

The following individuals submitted emails. Their names are as follows:

Mr. Robbie Monroe, Jacqueline Francis, Cassie Francis, Nick Gorman, Sean Lacosta, Brian Salvia, Gina Tofo(?), Samantha Avalone, Michael Foley, B.J. Lawless, Dave Hoffman

ADMINISTRATION

A. Approval of the Minutes of March 7, 2024 special meeting.

** **MR. SEAD MADA A MOTION TO APPROVE THE MINUTES AS AMENDED.**
** **THE MOTION PASSED UNANIMOUSLY.**

II. NEW BUSINESS

The order of items A. and B. were changed.

** **MR. FRAYER MOVED TO APPROVE THE CHANGE IN ORDER.**
** **THE MOTION PASSED UNANIMOUSLY.**

A. FY 2024 CAPITAL BUDGET

1. Advance the FY2024 Capital Budget to the Common Council for approval with the noted amendments

a. Police Department

Chief Walsh listed the items and the amount of the budget requested for each item:

- Cars at $85,00/car and a total sum of $657.000. This to include 2 electric cars.
- BMW Motorcycles: $28,000 per before up-fits.
- Repairs to the safe bought Marine 2: $75,000.
- The replacement of duty pistols: $105,000.
- A Safe Boat Defender: $325,000

Ms. Jones conveyed her disquiet and apprehension about the development of the Request for Proposal (RFP) for the Indian River Project. She believed that the Harbor and Shellfish Commissioners should have been consulted during the process. Additionally, she hinted at a potential conflict of interest involving one of the senior personnel at Indigo River. Ms. Jones also expressed dissatisfaction with the fact that the steering committee was not established as promised during the December 2023 meeting.

b. Fire Department

Chief Gotto made a presentation outlining the eight projects they put in for.

- The Station 4 Addition and Renovation Project: $3,000,000
- A ladder truck with a 100-foot ladder: 2.5 million. The request for funds is to lock in current costs and ensure delivery within 4 years.
- Station overhead store replacement. There are a total of 16 doors that need to be replaced. The department is requesting $320,000 for the project.
- replacement of car 2 the shift commander's vehicle: $156,000.
- Replacement of two Fire Marshall Division 2012 ford Escapes with 2 Ford Rangers pickup trucks: $100,000.
- A self-Contained Breathing Apparatus: $250,000. The apparatus will be mounted in the rescue support vehicle for the purpose of refilling air cylinders. It complies with the latest NFPA standards.
- Building repairs: $50,000.
- Upgrades to the Emergency Operations Center's outdated media equipment: $100,000 to be resubmitted next year.

Ms. Smyth had questions about the Station 4 Addition and Renovation Project. Asst. Chief Conte described the various issues plaguing the building including old chipping tiles, mold, water damage, roof leaks, rodents in both the ceilings and basement, the windows, the ventilation system, and the overhead doors. Ms. Smyth wanted to know if their budget was presented to the BET. Chief Gotto indicated yes. He gave the age of the building and offered to provide a walk-through.

Chief Gotto proposed their plan to expand the structure to allow for an additional truck and crew. He spoke of how it would increase coverage and performance in the district. Asst. Chief Conte stated this project would improve coverage for the whole city.

Ms. Young stated that this project seemed like something that had to be done. Mr. Sead requested an overview of station coverage. Chief Gotto described the area covered. It was indicated that it was Norwalk's largest district. Mr. Goldstein asked if there were any cost savings by investing now. Mr. Gotto stated there would be no new expenses because they would be relocating the equipment and manpower. He said they were trying to get one more member on the rescue truck which would make four new hires. Mr. Conte said he didn't see any other cost. He also stated they've been continually pushing for the repairs. He said that the longer you wait the more expensive it becomes.

Mr. Frayer had a question about what costs would be incurred and what costs could be saved. He was also concerned about the cost of a new hire. Chief Gotto explained the value of having two companies available. He noted having 2 companies available in case of a fire could prevent unnecessary delays.

Mr. Sead spoke of the immediate savings by acting this year. He said things will only get more expensive if they wait. He said more money would be wasted fixing and patching.

Mr. Goldstein had questions about the time frame and the logistics during the construction phase. Asst. Chief Conte stated they could accommodate the company while the work was being done. He said they would phase the construction to not interfere with the regular operations. Asst. Chief Conte indicated they were looking at a two-year timeline.

Ms. Young wanted to know what could be done immediately and what could be put off. Chief Conte reiterated that approaching the repairs as isolated projects would cost more. he stated that making isolated repairs that would be negated by an eventual renovation didn't make good cost sense. Asst. Chief McCabe noted in addition to extra expense it would be putting off additional fire protection and EMS services needed in the district.

Mr. Sead had questions about the ladder truck purchase and the turnover time until Norwalk received their vehicle. Chief Gotto said he would look into whether the method of purchase was legally required or good practice. He stated the pre-COVID turnaround was one year, but that has since been raised to four. Asst. Chief McCabe stated they currently have 2 trucks on order. He said it's been 1.5 years and they have yet to have the pre-build meeting. He explained this was on track based on his experience.

Mr. Frayer asked if the department had looked into smaller fire vehicles. Mr. Gotto explained why it was not feasible. He also stated they have equipment that can accommodate small and narrow spaces. He said a ladder truck with a 100-foot ladder was what was required to deal with Norwalk's streets.

c. Community Services

ADA Compliance

Mr. Daniels presented their capital request for a budget of $432.405. He turned the discussion over to Mr. Hnatuk.

Mr. Hnatuk described the ADA requirements for accessible design which is built into the building code. He stated part of the requirement is to conduct self-evaluation and make modifications necessary to comply with Title II regulations. He explained that in 2013 they paid to do a self-evaluation and transition plan. Mr. Hnatuk indicated his role was to identify, prioritize, and manage projects from the transition plan that still need to be completed. he described the completion rate for those projects. He suggested it may be time to do another compliance and transition plan. Mr. Hnatuk talked about the situation in Santa Fe. They are under litigation for noncompliance. They have been given 90 to 180 days to complete the necessary projects to avoid a civil suit from the federal government.

- Ramp construction at the City Hall concert hall.
- Updated the bathrooms to make them wheelchair accessible: $200,000.
- Updating the concert hall seating requirements to comply with government guidelines.
- Removing architectural barriers at the Yankee Doodle Garage: 50,000.
- Creating an accessible route from Eversley to City Hall Drive: $50,000.

Mr. Goldstein recommended stepping out of the projects rather than doing a blanket request. Mr. Hnatuk gave the estimates listed above.

Ms. Murray noted the TMP was doing major work on the sidewalks. She wanted to make sure there was no unintended funding overlap. Mr. Hnatuk stated the TMP had no projects slated for the area in question. He explained who had jurisdiction over City Hall projects. Mr. Frayer asked if the breakdown of requests in the documents he was provided matched the amount he stated here. Mr. Hnatuk explained the ask versus what they normally receive.

Ms. Dunn wanted to know why the TMP was not responsible for making sure the parking garage was not up to code. Mr. Hnatuk stated each department is responsible for keeping its facilities up to code. He stated his role was to ensure ADA compliance. Lacking the authority to force the departments into doing anything, he requires the funds so that he can handle it.

Mr. Sead asked if there was a process for dealing with ADA requirements before any project began. Mr.. Hnatuk said at this point it's not being done. He indicated that authority would have to come from higher up.

Health Department

Ms. D'Amore made her presentation for the Health Department, she stated she was requesting funding for three items reduced to two. She stated the first item could be pushed back until next year when the new pairing software is up and running. The remainder are as follows:

- Painting the first floor of the Health Department building: $10,000

- Building renovations and general upgrades to include: a door, front desk replacement, blinds, and removal of non-functioning sinks: $ 20,000.

Mr. Goldstein had a question about item 1 and if it would be pushed back to next year. Ms. D'Amore reiterated yes.

Norwalk Public Library

Ms. Harris presented her request to meet ADA compliance.

- ADA-compliant doorknobs for the interior and exterior of the main library and a sliding door on the north entrance of the main library: $16,000
- Pavement improvements and ADA compliance at SONO Park: $48,362.
- A security and alarm system with intercom for the Main Library and the South Norwalk Library: 18,000 per library.
- The Digitization Project: $22,800.
- Technology upgrades to include basic operating software and a large format 3D printer. They are looking to update their Mark records.

Ms. Young had questions about the security camera coverage. Ms. Harris stated she felt the current plan made more sense. Ms. Harris stated both libraries should have cameras at the entrances and exits.

Ms. Young asked about the library van. There was a brief discussion. Ms. Harris said the van had been tabled till next year.

Ms. Smith had a question about whether the digitalization would be incremental. Ms. Harriss responded in the affirmative.

Norwalk Board of Education

Mr. Asmani outlined his role as a facilitator. He discussed certain changes in several budget items.

Mr. Pennington made his presentation his requests were as follows:

New curriculum materials for social studies and science to be rolled out in the middle schools: $45,000 per school.

Replacements of their outdated inventory of string instruments for the music program

Mr. Frayer questioned why the books and lesson plans were being listed as a capital expense. Mr. Pennington said when new materials come out, they are listed as a capital expense. Mr. Asmani indicated a decision was made to finance the items through a capital request.

Ms. Faioes gave her presentation as follows:

The Brookside Montessori program expansion. She described the program. She stated they wanted to expand the program in grades three, four, and five. She stated the program already covered ages three to five and ages six through eight. She said the expansion would cover ages the ages nine to eleven., Ms. Faioes noted the classroom would serve twenty-seven students.

Phase III of the enhancement of school security: 80,000 to supplement grant money.

Mr. Valenzisi explained the need to replace at least one-quarter (3000) of their computers every year. He stated each computer has a 4-year cycle. Mr. Valenzisi discussed a grant from Verizon that will supply all high school students and the remaining middle school students with a Chromebook. Each Chromebook will have 5G access, so the students have internet availability at home. he stated this cut $895,000 from their capital request. H said the remaining amount would be used as follows:

Replacing 200 teacher laptops and monitors.
250 access points.
20 interactive whiteboards.
Upgrading the phone system.
Upgrading the server to upgrade the phone systems.

Mr. Frayer asked if other students' school systems get the same treatment from Verizon. Mr. Valenzisi said this was the only system in the country and Verizon was using it as a test model.

Mr. Goldstein asked Ms. Faioes about the Montessori classroom. Ms. Faioes indicated that they would be renovating the existing classroom.

- Ms. Faioes discussed the air conditioning system. She indicated they had applied for a $35 million HVAC grant being funded through the state. She hasn't heard any response from the grant. She stated that they applied for a capital request for Naramake Elementary School. She said should the grant money come in the request would be withdrawn.
- Capitol Repairs and Replacement: $250,000.
- Asbestos abatement program at Fox Run Elementary School.
- Repair/replace the heating system at Marvin Elementary. Ms. Faioes stated this was part of the grant proposal. She said if the grant comes through this would be removed from the ask. Mr. Goldstein asked if there was an ETA on the grant. Mr. Faioes said it should be coming in soon.

- The state mandate to remove the fuel tanks at Brookside and Tracy. Mr. Frayer asked if there was a reimbursement for the tank removals. Ms. Faioes answered in the affirmative. She indicated when you connect to gas Eversource is doing that at no charge.
  Pavement upgrades for ADA compliance at Rowayton and Kendell Elementary School
- Replacement of school lockers at Roton Middle School. Mr. Goldstein asked if the students still use these lockers. Ms. Faioes answered in the affirmative.
- Land acquisition and development: $3,200,000.

Mr. Goldstein asked for clarification on how the money was being used. Ms. Faioes stated it was going towards land development and tenet relocation. Mr. Frayer had questions about the funding. Mr. Asmani explained how the funding was handled concerning city-owned properties. Mr. Frayer was still confused about elements of the ask which he thought were covered by the surplus. Mr. Asmani indicated the $3,000,00 asked was in addition to money already spent. He stated the cost exceeded the surplus.

Mr. Goldstein needed clarification about what was meant by sight development and construction. Ms. Faioes explained that site development included items not covered by the construction of the physical building. She stated various projects didn't qualify for reimbursement. Mr. Asmani said they could work with Alan Lowe to put together a cover memo that offers the necessary explanation. Ms. Young stated the site needed work. She said if an extra $3,000,000 has to be spent and it's spent the right way, it needs to be spent.

Ms. Estrella thanked everyone for putting the BOE Capitol request forward. She hoped the requests would be approved to continue the work of the Norwalk Public School System.

Parking Authority

Mr. Lutz presented his budget with the TMP budget request. He stated the Parking Authority had completed a conditions assessment of their facilities forecasting five years of repairs: $11,000,000. He stated their consultant recommended improvements totaling $1,500,000. The improvements are as follows:

Concrete structure repair and waterproofing. Mr. Lutz said no city funds would be used they were using the city's AAA rating to secure a loan with a lower interest rate. Ms. Dunn had questions about some of the funds going toward ADA compliance. Mr. Bolella described what projects they had planned. Mr. Lutz noted they had recently included ADA-compliant multi-space meters. He also stated that they were working at the South Norwalk Garage to improve ADA compliance. Mr. Lutz said he had been working closely with Mr. Hnatuk to ensure ADA compliance.

Arts and Cultural Commission

Mr. Kaspr discussed his ask for $150,000 for a public arts festival. The festival would showcase a variety of different arts in the community. The breakdown is as follows.

- 15 art pieces with a stipend of $10,000 each with a surrounding festival.

Mr. Frayer wanted to know what type of art was being considered. Mr. Kaspr described it as 15 pieces of permanent public art in the form of murals and sculptures. Mr. Frayer wanted to know who would be responsible for maintaining these items. Mr. Kasper said the responsibility would fall on the city, but they would look to the artist for some kind of maintenance. Ms. Godeski said that insurance funds could go towards paying for maintenance on city-owned pieces. She stated that there are required materials that are used to increase the life span of a piece. Ms. Vonashek outlined the legal discussion about ownership of the art pieces. Mr. Frayer asked if a property owner could pay the artist directly. Ms. Vonashek answered yes. Ms. Dunn thought that giving this much money was premature without a plan. She stated she wanted to see more of an idea of where the money was going. She indicated the need to be able to have everything hammered out and put in a contract. Ms. Vonashek explained that all the necessary processes were in place to set up a contract with the artist. Ms. Dunn stated she supported doing an inventory of the public art collection. Mr. Goldstein asked if at some point there would be an effort to seek subsidized funds, donations, and sponsorships. Mr. Kaspr stated they had to be able to show something they accomplished before they could seek outside funds. Ms. Godeski stated the ask was to pay artists for artwork the city would own. She said the rest would come from fundraising.

The Arts Cultural Plan

Ms. Godeski gave a description of the Arts and Cultural plan and how it would establish the role of the Arts and Cultural District Commission and the district itself and the Arts and Cultural Commission. She stated the plan would be updated every five years. She talked about methods used by other municipalities. Mr. Sead wanted to know if the $1000,000 cost was standard. Ms. Godeski said she had seen costs as low as $88,000 and as much as $125,000. Mr. Frayer wanted to know why it was a capital expenditure. Ms. Vonashek indicated it was a one-time cost. She said plans have always been put forward as part of the capital budget.

The Open Spaces Plan

Mr. Kleppin talked about the open spaces plan which was not recommended by the mayor. He stated his lack of preference about where the funding would come from. He described the role of the Open Spaces Plan. He included various issues about funding and acquiring additional open space. Mr. Goldstein wanted to know why this wasn't recommended by the mayor. Mr. Kleppin felt that there were too many requests already. Ms. Smyth wanted to confirm this was the first time Mr. Kleppin was making a request Ms. Dunn asked if it was part of the POCD. Mr. Kleppin answered yes.

Norwalk Redevelopment Agency

Mr. Bidolli presented his requests as follows:
- Urban core infrastructure
- Community Development Block Grant: $70,000
- The West Avenue Quincy Orchard Contingency Fund: $500,00

Mr. Goldstein had a question about the CDBG plan. Mr. Bidolli explained you have an existing plan every five years. He said you hire a consultant, and you revisit it as a prerequisite for your funding.

Niedzielski-Eichner had questions about the Pinnacle Development and West Avenue Situation. She wanted information on contributions from both parties. Mr. Bidolli stated that the money is used for public infrastructure that benefits the entire area and is shouldered by the city. Ms. Niedzielski-Eichner asked what would happen should there be a shortfall. Mr. Bidolli stated there is an expectation that the developer will contribute.

Transportation, Mobility, and Parking

Mr. Bolella presented his budget requests as follows:
- Roadway design and reconstruction: $500,000.
- Traffic signal equipment: $350,000
- New sidewalk construction: $500,000
- Traffic system enhancements: $60,000
- Safe routes to school: $250,000
- Wallstreet corridor improvements paid for through grant funding
- Pavement markings and signage: $200,000
- West Rocks Road: $350.000
- Street light replacement: $75,000.
- George Avenue Sidewalks: $1000,000
- Traffic safety data.
- Pedestrian crosswalk at 40 Cross Street.

Ms. Murray wanted to know if the funding was going only to new sidewalk reconstruction and design. Mr. Bolello indicated yes, and those additional elements would be paid for through grant funding. Ms. Murray was concerned that without the additional items to direct flow the walkways might not be as safe. Ms. Vonashek discussed the various funding avenues available to complete the streetscape.

Ms. Dunn wanted clarification on the traffic safety data. Mr. Bolella stated they would be paying for the data collection.

Norwalk IT Department

Ms. Liu identified 5 items for the city's capital investment, so all are in alignment with PCD code11.1B. they are as follows:

- Fiber extension installation: $300,000
- A Data storage server upgrade: $145,000
- A Refreshing mobile data service in police patrol cars: 90,000
- A Citywide technology refresh: $285,000
- A Citywide access switch update: $450,000

Ms. Niedzielski-Eichner asked if there were any other crucial requests IT might have. Ms. Liu indicated yes.

Department of Public Works

Ms. Valadares said none of their projects would be receiving grant funding the only exception being the WPAC. She indicated their request was for $6 million over the next ten years.

Ms. Valadares's next topic was fleet management. She stated they were in line with the Mayor's Green City Policy.

Ms. Valadares discussed the repair expansion of the transfer station and how it fits with the Waste Management Plan.

Ms. Valadares discussed the storm management plan that will take till 2029 to complete. She stated they will be putting in a request this year and each following year until 2029 for $150,000.

Ms. Valadares discussed the GPW tree planting and its funding program. She stated they should have about $450,000 for planting trees.

** **MS. SMITH MOVED TO ADVANCE THE FY 2024 CAPITAL BUDGET TO THE COMMON COUNCIL FOR APPROVAL WITH NOTED AMENDMENTS.**
** **THE MOTION PASSED WITH FIVE IN FAVOR AND ONE OPPOSED (HEATHER DUNN).**

B. PLANNING AND ZONING

1. Authorize the Mayor, Harry W. Rilling, to execute an Agreement by and between the City of Norwalk and Indigo River Consulting, LLC in an amount not to exceed $166,000 for the scope. of services to conduct the Norwalk Strategic Harbor Plan.

ACCT: ARPA Acct# 133710-5796-AEC21
ACCT: Grant Acct# 363710-5258-G0049

Ms. Vonashek attempted to clear up the confusion between the Strategic Harbor Plan and the Harbor Management Plan. She described both in detail. Ms. Vonashek stated they put together a technical assistance group that includes people from the Shellfish and Harbor Commission and people who use the harbor in a meaningful way. She stated the plan was to finalize the scope before contracting with the vendor. She said the plan was designed to make it easier for people to have access to the water and attract tourism.

Mr. Frayer noted his research in the are showed that the economic impact of a waterfront and marinas has a tremendous influence on the cities. He stated it's a real money maker.

Economic and Community Development

Ms. Vonashek discussed several more items that fall under the jurisdiction of the ECD. She stated the police department marine unit was requesting $350,000. she said that for Norwalk special events they were at a $250,000 request to help cover various seasonal events. Ms. Vonashek talked about the $3,000,000 request for the Lockwood-Mathews Museum. She also discussed the $75,000 request for match funds for the Smith Street Jail project.

** **MR. FRAYER MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF NORWALK AND INDIGO RIVER CONSULTING, LLC.**
** **THE MOTION PASSED UNANIMOUSLY.**

Mr. Goldstein explained the process involved in amending the Capital budget. There were several Questions. Mr. Goldstein clarified the process. Ms. Vonashek said now that a new CFO is in place a policy will need to be set in what belongs in in operating and what belongs in Capital. there was further discussion on Capital items.

Ms. Smyth pointed out for large ticket purchases they have a responsibility to go into the budget and look for the money. There was further discussion about the fire departments request.

III. OLD BUSINESS

There was no old business presented.

ADJOURNMENT

****		MS. SMYTH MOVED TO ADJOURN THE MEETING.**
****		MR. FRAYER SECONDED THE MOTION.**
****		THE MOTION PASSED UNANIMOUSLY.**

The meeting ended at 10:26 p.m.

Respectfully submitted.
China Mayhew
Telesco Secretarial Services.

NORWALK REDEVELOPMENT

3 Belden Avenue, Norwalk, CT 06850 • 203-854-7810 • norwalkredevelopment.org

To: Economic & Community Development Commission
From: Norwalk Redevelopment Agency Staff
Re: 55 MLK Drive (Webster Street Lot) Authorizations
Date: April 29, 2024

The Norwalk Redevelopment Agency has been awarded two grants by the State of Connecticut's Department of Economic and Community Development (DECD) for work to support redevelopment of 55 MLK Drive (Webster Street Lot).

Specifically, $3 million has been awarded by DECD through the Brownfield Municipal Grant project for environmental remediation work, and an additional $8 million has been awarded by DECD through the Community Investment Fund program in order to improve utility and site infrastructure on the 55 MLK Drive site. These grants will support the ongoing City and Agency efforts to negotiate a land disposition agreement for the redevelopment of the existing City-owned asset at Webster Street Lot. To begin implementing the grant-funded work, the Mayor of the City of Norwalk needs to be authorized to execute an assistance agreement and other documents with DECD, who will place the funds in escrow until the final land disposition agreement is negotiated and approved for the site.

REQUESTED ACTION & RESOLUTIONS:

RESOLUTION AUTHORIZING THE MAYOR TO PARTICIPATE IN THE BROWNFIELD MUNICIPAL GRANT PROGRAM TO SUPPORT THE ENVIRONMENTAL REMEDIATION AND REDEVELOPMENT OF 55 MLK DRIVE (WEBSTER STREET LOT)

WHEREAS, pursuant to C.G.S Section 32-763 the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and

WHEREAS, it is desirable and in the public interest that the City of Norwalk & Norwalk Redevelopment Agency make an application to the State for $3,000,000 in order to undertake the 55 MLK (Webster Street Lot) Brownfield Cleanup Project and to execute an Assistance Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF NORWALK

1. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by C.G.S Section 32-763

2. That the filling of an application for State financial assistance by the City of Norwalk & Norwalk Redevelopment Agency in an amount not to exceed $3,000,000 is hereby approved and that Mayor Harry Rilling is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of the City of Norwalk

RESOLUTION AUTHORIZING THE MAYOR TO PARTICIPATE IN THE COMMUNITY INVESTMENT FUND 2030 PROGRAM TO SUPPORT THE REDEVELOPMENT OF 55 MLK DRIVE (WEBSTER STREET LOT)

WHEREAS, pursuant to C.G.S Section 32-285a the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and

WHEREAS, it is desirable and in the public interest that the City of Norwalk & Norwalk Redevelopment Agency make an application to the State for $8,000,000 in order to undertake the 55 MLK (Webster Street Lot) Community Investment Fund Project and to execute an Assistance Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF NORWALK

1. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by C.G.S Section 32-285a

2. That the filling of an application for State financial assistance by the City of Norwalk & Norwalk Redevelopment Agency in an amount not to exceed $8,000,000 is hereby approved and that Mayor Harry Rilling is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of the City of Norwalk.

City of Norwalk – Economic and Community Development

125 East Avenue, Norwalk, CT 06851

TO:	MEMBERS OF THE NORWALK COMMON COUNCIL
FROM:	JESSICA VONASHEK, CHIEF OF COMMUNITY AND ECONOMIC DEVELOPMENT
	SABRINA GODESKI, DIRECTOR OF BUSINESS DEVELOPMENT & TOURISM
	ANNA BREAULT, SPECIAL EVENTS COORDINATOR
	ROBERT STOWERS, DIRECTOR OF RECREATION AND PARKS
DATE:	APRIL 18, 2024
SUBJECT:	PLACER.AI PURCHASING

Introduction

The Business Development and Tourism Department, the Recreation and Parks Department, and The Chief Office of Economic and Community Development have long been invested in understanding the impacts of events and programming on surrounding areas, residents, and businesses. Presently, our only sources of information are anecdotal and self-reported data from business owners. Additionally, we are keenly interested in monitoring traffic to key areas of the city, including neighborhoods, park assets, and major points of interest such as the SoNo Collection, the Maritime Aquarium, and The District Theater. Consequently, we have been actively seeking an affordable solution to quantify this information, enabling us to assess direct economic impacts, identify areas for improvement in neighborhoods, and potentially track COVID-19 recovery progress.

In October 2023, the City was introduced to Placer.ai and received a comprehensive presentation on its successful implementation in other cities nationwide. The presentation addressed all of the cumulative areas of interest for our departments, leading to our request for consideration.

What is Placer.ai

Placer.ai is an advanced platform that delivers location analytics and foot traffic data for multiple points of interest in our area. Leveraging anonymized mobile location data, it offers deep insights into consumer behavior, including visitation patterns, demographic profiles, and competitor analysis. Moreover, the platform extends its functionality beyond our city limits, providing valuable insights into neighboring municipalities and inter-business dynamics. This invaluable resource will enable us to precisely gauge the impacts of our city-hosted events and programming, including increased sales for local businesses, heightened foot traffic, and detailed demographic breakdowns of patrons.

Procurement

The Placer.ai tool stands as a unique solution in its field, prompting us to engage in sole source procurement to secure its services. The total investment for unlimited licenses amounts to $34,000.

Conclusion

In light of the immense potential Placer.ai offers in providing direct insights into facility usage, program/event success, and economic impacts on our city, we respectfully request the Common Council's approval for the expenditure of $34,000 to procure the Placer.ai software. This investment will empower us with actionable data to make informed decisions and foster continued growth and development within our community.

ACTION: Authorize the Mayor, Harry W. Rilling to execute a contract with Placer Labs, Inc. for a data software unlimited license in the amount of $34,000 via sole source procurement.

ACCT: 0924 3710 5777 C0773

DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 04/16/2024 **DEPARTMENT:** Business Development & Tourism

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

Check One:

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

TOTAL COST: $34,000 **MUNIS Account:** 0924 3710 5777 C0773

VENDOR: Placer Labs, Inc.

Purchasing Agent Signature	**The Purchasing Agent**		**Department Head Signature**
	☐	**Supports**	
Purchasing Agent Name	☐	**Does Not Support**	**Department Head Name**
	☐	**Single Source Requires Common Council Authorization (in excess of $20,000.00)?**	Sabrina Godeski
Date			**Date** 04/17/2024

JUSTIFICATION:

Please see the attached Sole Provider letter. Placer.ai is the only software on the market that provides insights of this nature at this level and scale.

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

Vendor 1: ____

Vendor 2: ____

EMERGENCY: Explain in detail the nature of the emergency

Placer.ai

Sabrina Godeski
Director of Business Development & Tourism
City of Norwalk, CT
125 East Avenue, Room 122
Norwalk, CT 06851

April 9, 2024

Ms. Godeski,

This letter confirms that Placer.ai provides our customers with location data combined with market insights, a user-friendly interface, and customer support. To our knowledge, the following company and product features are available exclusively on the Placer platform, Placer API, and Placer data feeds.

Distinguishing Company Features

1. **Proprietary panel, software development kit, and application partners** provide data generated from over 20 million monthly average users from which we collect our data to develop statistically significant insights into any physical place.
2. **Proprietary AI and machine learning** account for panel biases and normalize data changes to technology and application sources. Our location collection logic governs the location collection sampling patterns and frequency to optimize accuracy.
3. **Machine learning** provides estimations on physical market activity across the U.S.
4. **Historic and near real-time data** from January 1, 2017 through within four days of the present day.

   Note: Placer data is proprietary, and our team of over one hundred engineers is constantly improving and validating the accuracy of the location data and the market insights we provide.

Client Base and Partners
Placer's diverse client base includes over 3.600 leading commercial real estate, brokerage, retail, finance, and consumer packaged goods companies, and more than 1,000 civic clients including state and local governments, economic development organizations, universities, airports, and destination marketing organizations.

Privacy by Design
Placer is a privacy-first company. We do not collect user identifiers, we have never sold user-level data, and we intentionally built our business with underlying technology that doesn't rely on personally identifiable information. All data is fully anonymized. Our Trust Center located at https://www.placer.ai/company/trust-center/ further details our commitment to privacy.

Placer's Product Features

1. **Data for Visitors, Residents, Employees, and Passersby to any location in the United States**.
    a. Visitor metrics including unique visitors, frequency of visits, dwell time.
    b. "True Trade Area" reveals home and work location for visitors to any POI.
    c. Daily visits, hourly visits, length of stay.
2. **Unlimited Points of Interest**
    a. Location data for every city, county, district, neighborhood, park, open space, campus, corridor, building, shopping center, public or private property, parking area, vacant land etc.
    b. Location data for streets, roads, highways, transit locations, trails etc.
    c. 'POI on the fly': Users may access, create, and save *unlimited* Points of Interest (POIs).
    d. Millions of points of interest currently accessible to all users.
3. **Visitor Journey**
    a. Visitor origin markets by city, state, zip code and census block.
    b. Prior and Post locations for visitors to any POI.
    c. Top visited national chains for visitors to any location.
    d. Top visited local points of interest for visitors to any location.
    e. Home zipcodes for visitors to any location
    f. Cross visitation among POIs.
4. **Visitor Demographics and Customer Segmentation**.
    a. Demographics for visitors to any location.
    b. Psychographic data for visitors to any location: behaviors, interests etc.
    c. Spend habits: favorite brands, consumer expenditures, etc.
    d. Social media habits: Web preferences, brand affinity, hashtags etc.
5. **Property Information**
    a. Size, ownership, tax history.
6. **Sales Information**
    a. Retail Sales currently available for grocery and select retail categories.
    b. Sales forecasting performed with visitation and historic sales records.
7. **Area Analysis**
    a. Traffic volume along every street, by direction and time of day.
    b. Planned Development: pipeline of development projects in planning, construction and completed.
    c. Event data: Visitation numbers for events including but not limited to expositions, festivals, concerts, community events, sports, conferences, performing arts etc.
    d. Event attendee visits to nearby properties.
8. **Migration data** reveals change to population trends for any Zip Code, County, State, including change to population, change to income levels etc. Top migration origins and destinations.
9. **COVID Recovery**: Visitation trends for retail and tourism for every city, county, state for present day benchmarked against a similar period in 2019.
10. **Void Analysis**: reveal best fit retailer, hotel, or other development type for any location.
11. **Site Selection:** reveal best locations for desired retail chains.
12. **Heat Maps** reveal pedestrian activity movement and gathering.

Placer.ai

Placer's User Experience

User-Friendly Web Based Application
Every user is able to access Placer data, generate insights, and export reports without the need for technical skills beyond what is used for a typical web browser or mapping application.

Marketplace Applications, Integrations, and Services
Third party data, applications, and service providers enhance data with powerful insights about any location.

1. Applications to reveal demographics, psychographics, spend habits, and social/web preferences.
2. Integrations for data feed, storage, and analysis.
3. Partner Service Providers assist clients to operationalize data as part of business development efforts.

Custom Reports

1. A collection of custom reports is available to all users, and generated on demand. Some of the more popular reports for Civic clients include Retail Leakage, Pedestrian Heat Maps, Trip Origination by Market, Store Opening and Closing Impact, and Event Impact on Property.
2. Automated Monthly Reports deliver metrics about any POI.
3. Unlimited exports. Unlimited exports to PDF, CSV, JPEG, SHP and KMZ in Excel, KML, Tableau, Slides, pdf and other formats for integrations, sharing, and use in business efforts.
4. API and Data Feed are available for an additional fee in addition to access to the Placer Platform.

Customer Support

1. **Customer Support**
   Every client can be partnered with a Customer Success Manager (CSM) to receive training and strategic support for specific projects and business needs. CSMs help clients produce reports, advise on best practices, and make introductions to Solutions Engineers for more complex project needs.

2. **Solution Engineers**
   Clients can work with Solution Engineers to explore trends, reveal insights, and build custom solutions to solve complex business needs. Our engineers can work independently to produce slide presentations that clients can then use for their internal presentations with their team, council, board, and stakeholders.

For any additional questions please contact:
Ian Ross
Head of Civic
ian.ross@placer.ai

Sincerely,

Vernell Wisdom

Vernell Wisdom
Head of Contract Management
Placer Labs, Inc.

Pricing –

City of Norwalk, CT

Placer.ai

Unlimited Access to the Placer Dashboard:

- Access to Placer.ai Venue Analytics reports, including, Visits, Trade Areas, Customer Journey, Customer Insights, Dwell Times, and Visitation by Hour/Day

- Actionable insights include:
    - Accurate foot traffic counts for any location
    - True Trade Areas displaying frequent-visitor-density by home and work locations
    - Visitor demographics, psychographics, interests, and time spent at relevant locations
    - Where visitors are coming from/going to, and along which routes
    - Ability to sort by audience type: visitors, residents and employees
    - Area Analysis showing traffic counts, planned development and crime data
    - Custom Placer Xtra reports per ad-hoc needs/requests; in Excel, KML, Tableau, and other formats

Premier Customer Support:

- **Ongoing Support:** Dedicated Customer Success Manager will be with you for the lifetime of the subscription, and will meet with you on a regular basis to discuss your needs, product launches, and ever-evolving use cases
- **Personal Consultation:** Use your CSM to facilitate custom reports and help prepare data for upcoming presentations
- **Knowledge Sharing:** Your CSM will share methods and best practices from their experiences with other customers to help you get the most efficient use out of Placer.ai
- **Platform Training:** Your CSM will provide live, virtual training as needed to ensure you and your team are always equipped understand Placer's platform and data

Pricing/Term:

- 12-Months - $34,000/Year Paid Annually

PLACER LABS, INC.

ORDER FORM

City of Norwalk, CT	("**Customer**")	Placer Labs, Inc.	("**Placer**")
Address:	125 East Avenue, Room 122 Norwalk, CT 06851	Address:	440 N Barranca Ave., #1277 Covina, CA 91723
Contact Person:	Sabrina Godeski	Contact Person	Ryan Denisi
Email:	sgodeski@norwalkct.gov	Billing Contact Person:	Jason Tsui
Phone:	203-919-2549	Billing Email*:	billing@placer.ai
Billing Contact Email:	sgodeski@norwalkct.gov	Billing Phone*:	415-228-2444 ext 806
		*Not for use for official notices.	

1. Services.

The services provided under this Order Form (the "**Services**") include:

- Chain Report Expanded which displays chain-level demographic and psychographic data.
- Access, via Placer Venue Analytics Platform ("**Placer's Platform**"), to all major venues within the United States
- Customer may not provide access to any third party agents acting on its behalf (including any consultants, contractors, or other agents of Customer) without prior written consent from Placer. Any such approved access may be subject to an additional fee pursuant to a written amendment to this Order Form
- Access, via Placer's Platform, to reports, including Visits, Trade Areas, Customer Journey, Customer Insights, Dwell Times, and Visitation by Hour/Day
- Actionable insights include:
    - Foot traffic counts and dwell time
    - True Trade Areas displaying frequent-visitors-density by home and work locations
    - Customers' demographics, interests, and time spent at relevant locations
    - Where customers are coming from and going to, and the routes they take
    - Benchmarking of Foot Traffic, Market Share, Audiences, and other key metrics
    - Competitive insights
    - Void Analysis Reports
- Access to Xtra reports per ad hoc needs; in Excel, KML, Tableau, and other formats: Quarterly Maximum of 65 credits; Annual Maximum of 260 credits
- Premier Customer Support
    - Regular meetings with Placer's Customer Success Team
    - Live, Virtual Training support as reasonably needed
- Access to STI Demographics Bundle + Mosaic Data Set, and AGS CrimeRisk. The applicable Advanced Demographics and Psychographics are generated using the Input Datasets from the data vendors as set forth below:

Description	**Input Datasets Used**
STI Demographics Bundle	PopStats Spending Patterns Workplace Market Outlook
Experian Mosaic	Mosaic Segmentation
AGS CrimeRisk	CrimeRisk

○

2. Permitted Uses

The data, information and materials accessible via the Services are referred to as "**Placer Data**". Customer may use Placer Data solely for the following purposes ("**Permitted Uses**"): (a) Customer may use Placer Data for Customer's internal business purposes; and (b) Customer may incorporate Placer Data into Research Data, as described and subject to the restrictions below.

"**Research Data**" means datasets and other materials created by Customer that result in any part from Customer's use of Placer Data. The Customer may share Research Data with current and potential customers, and in marketing materials; provided that the Customer shall cite Placer as a provider of such information (for such purpose only, Placer grants Customer the rights to use the Placer.ai name and logo, provided that any such use of the Placer.ai name and logo must clearly indicate that Placer is the provider of data only, and is not involved in any analysis, conclusion, recommendation). Customer shall not, directly or indirectly, resell, distribute, sublicense, display or otherwise provide Placer Data to any third parties, except that Customer may display Placer Data as part of Research Data.

3. Term and Termination.

Initial Term: The initial term of this Order Form will begin as of the last signature date set forth below, and will continue for 12 consecutive months thereafter (the "**Initial Term**"). Each renewal or additional term, if any, is referred to as "**Additional Term,**" and the Initial Term and any Additional Terms are referred to collectively as the "**Term.**"

Additional Term: This Order Form shall continue on the same terms and conditions set forth herein for additional periods of the same duration as the Initial Term, if mutually agreed in writing by both parties (email would be sufficient).

Termination: Either party may terminate this Order Form upon thirty (30) days' notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days. In addition, Placer may immediately suspend Customer's access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer of any restrictions regarding usage of the Services.

4. Fees.

$34,000/year invoiced: in full upon signing this Order Form.

Invoice sent electronically to Customer's billing contact email via NetSuite.

Customer shall pay the fees set forth above in this Order Form.

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

Customer is responsible for all applicable taxes arising directly from the Services other than U.S. taxes based on Placer's net income.

If Customer believes that Placer has billed Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Placer's customer support department at support@placer.ai.

Placer may increase the Fees any time following the Initial Term (but not more frequently than once in any twelve (12) month period).The amount of such annual increase will equal the greater of CPI or five percent (5%) per annum.

In the event of any termination, Customer will pay in full for the Services.

All billing will be sent via electronic invoice to the Customer contact indicated above. Customer shall pay all fees within thirty (30) days of the invoice date.

5. Support.

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 A.M. through 5:00 P.M. Pacific Time, with the exclusion of federal holidays. For any such support, please contact us at support@placer.ai.

6. Mutual NDA.

Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, and pricing for, the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

7. Miscellaneous.

All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.

Trial Offering. If Placer provides Customer with additional Services or Placer Data during the Term and identifies such Services or Placer Data as for evaluation or trial purposes only (a "Trial Offering"), access to the Trial Offering is permitted only during the period designated by Placer (or if not designated, 30 days from receipt of access) ("Trial Subscription Term"), unless the Trial Offering is earlier terminated as provided below. During the Trial Subscription Term, Customer may only use the Trial Offering for internal evaluation purposes and may not otherwise use or distribute the Trial Offering for any other purposes. Notwithstanding any provision included in this Order Form or the Agreement to the contrary, in respect of the Trial Offering Customer acknowledges and agrees that: (i) either party may terminate the Trial Subscription Term immediately and without liability upon written notice to the other party; (ii) any Trial Offering is provided "as is"; (iii) Placer provides no warranty, service levels or indemnity for any Trial Offering and (iv) Placer's liability related to any Trial Offering will not exceed USD $100. Notwithstanding the foregoing, the Services and Placer Data provided in this Order Form is not considered a Trial Offering.

Customer grants Placer the right to use Customer's company name and company logo, for Placer's promotional purposes.

This Order Form is entered into by and between Customer and Placer effective as of the date of the last signature below. This Order Form and use of the Services are governed by, and Customer and Placer agree to, the License Agreement located at https://www.placer.ai/placer-license-agreement/ (the "**Agreement**"); provided, however, that in the event of any conflict between this Order Form and the Agreement, this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

“Customer”	**“Placer”**
City of Norwalk, CT	Placer Labs, Inc.
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

City of Norwalk – Economic and Community Development

125 East Avenue, Norwalk, CT 06851

TO: MEMBERS OF THE NORWALK COMMON COUNCIL

FROM: SABRINA GODESKI, DIRECTOR OF BUSINESS DEVELOPMENT & TOURISM
ANNA BREAULT, SPECIAL EVENTS COORDINATOR

DATE: APRIL 18, 2024

SUBJECT: SPECIAL EVENTS SOUND STAGE AND LIGHTING CONTRACT

Introduction

The City, facilitated by the Business Development and Tourism Department, organized three prominent events in 2023: The Halloween Nightfair on Washington Street, The Holiday Extravaganza, and Wall Street Wonderland. These events, integral to our community's spirit, necessitate sound, stage, and lighting components to ensure their ongoing success and enjoyment. Whether attendees are browsing vendors, eagerly awaiting Santa's arrival, or dancing in the park, impeccable audiovisual setups ensure that every moment of the event is accessible and vibrant.

In light of this, the City initiated a bidding process in March to secure a vendor capable of providing comprehensive sound, stage, and lighting services for all Norwalk-hosted events.

Project Scope

The project encompasses the provision of sound, stage, and lighting services for all three events, including staffing and complete setup and dismantling. Notably, entertainment services were deliberately excluded from the scope to prevent pricing distortion based on varying entertainment preferences and sizes. Consequently, entertainment procurement will be handled separately, although the selected vendor will collaborate on and manage any chosen entertainment.

Bid Process and Responses

Initially tendered in February 2024, the project failed to elicit complete responses. Subsequently, a swift re-bidding ensued, resulting in one completed response and two incomplete submissions. Despite the incompleteness of other bids, the selected vendor emerged as the most financially advantageous option by a substantial margin. Consequently, ARC Sound, Stage, Lighting, LLC was designated as the preferred vendor.

Selected Vendor Information

ARC Sound, Stage, Lighting, LLC is a reputable Norwalk-based company with a commendable 14-year tenure. They have consistently supported the City's events, demonstrating their proficiency in sound, stage, and lighting services. With a proven track record of successful event management, ARC stands as a fitting choice for our preferred vendor.

Conclusion

In light of the crucial role that sound, stage, and lighting play in the success of our city's events, the selection of ARC Sound, Stage, Lighting, LLC as the preferred vendor is a pivotal step forward. Their proven expertise, local presence, and commendable track record make them an ideal partner for our community's future endeavors.

Therefore, we respectfully request the approval of the Common Council for the contract with ARC Sound, Stage, Lighting, LLC. By securing their services, we ensure that our events continue to captivate and engage our residents and visitors alike, fostering a vibrant and thriving community spirit. This partnership not only ensures the seamless execution of our events but also reflects our commitment to supporting local businesses and enhancing the overall quality of life in Norwalk.

ACTION: Authorize the Mayor, Harry W. Rilling to execute a 3-year contract with two 1-year extension options with ARC Sound, Stage, Lighting, LLC in the amounts of $92,510 for year one, $97,585 for year two, and $102,760 for year 3 for Purchasing Project: 4341R Stage, Lighting, and Sound Services.

ACCT: 0924 3710 5777 C0773
0925 3710 5777 C0773

CITY OF NORWALK
PURCHASING DEPARTMENT

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

PROJECT NUMBER:	**4341R**
REQUESTING DEPARTMENT:	**Business Development and Tourism**
DATE OF BID ISSUANCE:	**02/29/2024**
TITLE OF BID:	**Stage, Lighting, and Sound Services for Norwalk Holiday Events – Re-Bid**
RFI/QUESTION DEADLINE:	**2:00 PM 03/06/2024**
ELECTRONIC SUBMISSION DEADLINE:	**2:00 PM 03/12/2024**
HARD COPY SUBMISSION DEADLINE:	**2:00 PM 03/14/2024**
MANDATORY WALKTHROUGH: **DATE, TIME, AND LOCATION OF WALKTHROUGH**	**YES ( ) NO (X)** **N/A**
TIME/DATE OF BID OPENING:	**2:00 PM 03/14/2024**
BID DEPOSIT REQUIRED: **IF YES, AMOUNT REQUIRED**	**YES (X) NO ( )** **10%**
SUCCESSFUL BIDDERS ONLY: PERFORMANCE & PAYMENT BOND REQUIRED: **IF YES, AMOUNT REQUIRED**	**YES (X) NO ( )** **100%**
SUCCESSFUL BIDDERS ONLY: MAINTENANCE BOND REQUIRED:	**YES (X) NO ( )**

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

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

1. **SECTION 1 -1.5 FORMS ONLY BIDDER'S INFORMATION AND ACKNOWLEDGEMENT FORM, INCLUDING PRICING SHEETS, EXCEPTIONS TAKEN, IF ANY, ADDENDA ACKNOWLEDGMENT FORMS, ANY OTHER REQUIREMENTS INDICATED IN SPECIAL NOTES SECTION, AND BID SECURITY IF REQUIRED (ONE ORIGINAL PLUS TWO (2) COPIES)**

CITY OF NORWALK

PURCHASING DEPARTMENT

NOTICE TO BIDDERS

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

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

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

4. **OBLIGATION OF BIDDERS:**

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

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

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

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

CITY OF NORWALK
PURCHASING DEPARTMENT

GENERAL INFORMATION

1.1 INTRODUCTION

The City of Norwalk is resoliciting bids from qualified firms to provide Staging, Sound, Lighting, technical support, and labor for a series of special events. The intent of the City of Norwalk is to award an agreement to a single vendor for an initial contract period of three (3) years with the option for two (2) one-year extension periods. The requirements of this project are outlined in greater detail under Section 2 Scope of Work/Project Specifications.

1.2 BID DOCUMENTS

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

1.3 ADDENDA

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

1.4 BIDDER'S LIST

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

1.5 QUESTIONS CONCERNING THIS BID

All questions concerning this solicitation must be directed, via e-mail, to Carleen Megaro, Buyer at cmegaro@norwalkct.gov. The deadline for the submission of questions is 2:00 pm, March 06, 2024.

1.6 SUBMISSION OF BID

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

All sealed electronic submissions must be submitted in Bonfire no later than March 12, 2024, at 2:00PM.

All sealed hard copy Bids should be submitted to the City of Norwalk's Purchasing Department no later than March 14, 2024, at 2:00 PM at the address listed below:

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

1.7 SUMMARIES

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

SPECIAL NOTES:

1.) BUILDING PERMITS - Contractors shall obtain and pay for all required permit(s) for this project. Permit fees are NOT waived for this project.
2.) References to Department of Public Works, Director of Public Works, and Engineer in section 3 and section 4 are to be interpreted as "Owner's designated representative".
3.) Section 4, Item 109-04-2b, page 79, Contractor Charges is changed to read "...profit and overhead shall be figured at fifteen (15) percent unless some other basis is approved by the Director."
4.) Section 3.8, Liquidated Damages, change to read "Liquidated damages as defined in Article 27 of the Norwalk General Conditions for Construction will be $100.00 per day.
5.) Contractors are hereby reminded that all submitted bid amounts MUST include all costs/insurance premium required to satisfy the various insurance limits as identified in these documents.
6.) Contractors are hereby advised that the determination of the lowest responsible bidder will be based on the sum of the total of Year 1, Year 2 and Year 3 selected by the City in its best interest. Said determination by the City would be final.
7.) **IMPORTANT Submission Information:** As of 08/10/2020, a new interior Customer Service window opened inside City Hall that will help serve the public during the COVID-19 pandemic. The window is staffed by Customer Service representatives Monday – Friday from 9 a.m. – 3:00 p.m. If you are planning to use the Customer Service window to drop off your submission, it is recommended to drop off the submission as early as possible since the team will be serving other customers.

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

8.) **Public Opening:** Per the City of Norwalk Purchasing Guidelines , Bids shall be opened publicly by the Purchasing Agent or his designee, in the presence of one or more witnesses at the time and place designated in the Invitation for Bids. The amount of each bid, and such other relevant information as may be specified by the bid, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection. If you wish to hear the bid/RFP opening, please join us through a teleconference.

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

Participant Code: 968 704

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

SECTION 1 – FORMS OF PROPOSAL

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

ARC Sound. Stage Lighting
Bidder's Name

5 Pettom Rd
Street Address

Norwalk	CT	06850
City	State	Zip

Business Telephone: Gene: 203-515-9878 Brian: 203-957-1969

Email Address: gene@arcssl.com brian@arcssl.com

Brian Nolan - Partner
Printed Name and Title of Individual Submitting Bid

The undersigned acknowledges that the terms, conditions and specifications of this bid are understood and unconditionally accepted.	
	3/1/2024
Signature	Date

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

Note from our bonding company: Notice to Bidders: Section 5. (Time is of the essence): I would encourage you strike 'Consequential Damages'. They have $100/day liquidated damages which should suffice

CITY OF NORWALK
PURCHASING DEPARTMENT

1.1 RESPONSE FORM

Vendor Name - ARC Sound. Stage. Lighting		
Address - 5 Pettom Rd		
Phone - 203-515-9878 / 203-957-1969	**Fax -**	**Email -** brian@arcssl.com gene@arcssl.com
Manager - Brian Nolan / Gene Morrell		**Fed ID#** 81-1298883

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

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

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

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

1. The following unit prices shall apply to this project:

Please include in your pricing technical and labor cost as mentioned in the Section 2 Project Specifications Scope of Work

	Event	YEAR 1	YEAR 2	YEAR 3	OPTION YEAR 1	OPTION YEAR 2
1.	**HALLOWEEN NIGHT FAIR**	$ 60,220	$ 63,245	$ 66,370	$ 69,700	$ 73,290
2.	**HOLIDAY EXTRAVAGANZA**	$ 16,145	$ 17,170	$ 18,195	$ 19,220	$ 20,245
3.	**WALL ST WONDERLAND**	$ 16,145	$ 17,170	$ 18,195	$ 19,220	$ 20,245
4.	**FLEX EVENT 1 – YEAR 2024**	$ 60,220	$ 63,245	$ 66,370	$ 69,700	$ 73,290
5.	**FLEX EVENT 2 – YEAR 2025**	$	$ 63,245	$ 66,370	$ 69,700	$ 73,290

	Event	YEAR 1	YEAR 2	YEAR 3	OPTION YEAR 1	OPTION YEAR 2
6.	**FLEX EVENT 3 – YEAR 2025**	$	$ 63,245	$ 66,370	$ 69,700	$ 73,290
7.	**TOTAL**	$ 152,730	$ 287,320	$ 301,870	$ 317,240	$ 333,650

CITY OF NORWALK
PURCHASING DEPARTMENT

2.

Bid Security in the form of a (check one) is attached.		**Bond** X		**Certified Check**
Cost for performance bond <u>included in lump sum</u>	**$** $25 (2.5%)		**per thousand dollars**	

Submitted by:

Print Name of Authorized Agent of Company	Brian Nolan
Signature of Authorized Agent of Company	
Date	3/1/2024

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	3/7/24	Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

1.2 STATEMENT OF BIDDERS QUALIFICATIONS

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

1.	**Number of years in business:**	8	
2.	**Number of personnel employed:**	**Part Time**	**Full Time**
			5

3. List projects of this type/size your firm has completed within the last three (3) years:

Project	Date	Contact Person	Phone No.
Halloween Nightfair	10/28/2023	Anna Breault	203-818-6828
Norwalk Holiday Extravaganza	11/25/2023	Anna Breault	203-818-6828
Norwalk Winter Wonderland	12/2/2023	Sabrina Godeski	203-939-2202
Middletown Concert Series	multiple	Bobbye Peterson	860-781-0290
Greenwich Town Party	multiple	Ken Hayes	203-948-5505
Hey Stamford Food Fest	multiple	Illario Altamura	203-621-4222

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

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE	PORTION/SECTION OF WORK

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

6. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes	No
		X	
	Out-of-State corporations - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	Yes	No
			X
7. Provide CT eLICENSE (https://www.elicense.ct.gov) and Business Registration (https://business.ct.gov/?language=en_US)			

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

Business Name					
Address					
City		State		Zip	
Name of Agent					

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening. A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

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

All information should be supported with appropriate audited financials.

a. Book Value (Total Assets (-) Total Liabilities)

b. Working Capital (Current Assets (-) Current Liabilities

c. Current Ratio (Current Assets/Current Liabilities)

d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)

e. Return on Assets (Net Income/Total Assets)

f. Return on Equity (Net Income/Shareholder's Equity)

g. Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

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

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

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

1.3 CITY OF NORWALK VENDOR RECORDS

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

1.4 INSURANCE

Insurance Agency Name: Athos Insurance Services LLC	**Tel:** 626-716-9800
Agency Address: PO Box 61102 Pasadena CA 91116	**Email:** service@athosinsurance.com

1.5 CITY OF NORWALK VENDOR QUESTIONNAIRE – IT INFORMATION SECURITY

City of Norwalk Vendor Questionnaire
IT Information Security

Rev 8.4.22

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

Not providing IT services to the city.

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 ☐

1.6 SAMPLE CONTRACT

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

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

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

W I T N E S S E T H:

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

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

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

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

1. **ENGAGEMENT OF Contractor**

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

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

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

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

2. **SERVICES TO BE PERFORMED**

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

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

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

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

3. **COMPENSATION**

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

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

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

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

4. **TIME PROVISIONS**

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

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

5. **TERMINATION AND SUSPENSION**

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

6. **INSURANCE AND INDEMNIFICATION**

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

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

7. **<u>GENERAL PROVISIONS</u>**

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.

1.7 INSURANCE REQUIREMENTS

INSURANCE RIDER – STANDARD SERVICES

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

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

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

Minimum Scope and Limits of Insurance:

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

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

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

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

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

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

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

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

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

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

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

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

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

All insurance documents required should be mailed to the City's Corporation Counsel and to the City's Finance Department (Attn: Risk Manager), P.O. Box 5125, Norwalk, Connecticut 06856-5125.

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

SECTION 2
PROJECT SPECIFICATIONS/SCOPE OF WORK

2.1 Introduction

The City of Norwalk is requesting bids from qualified firms to provide Staging, Sound, Lighting, technical support, and labor for a series of special events. These events are largely attended and will include entertainment that will be curated by the City of Norwalk Special Event Coordinator. Dates and exact event locations are subject to change. We are interested in establishing a long-term partnership with a reputable company that can deliver high-quality event production services. The intent of the City of Norwalk is to award an agreement to a single vendor for an initial contract period of three (3) years with the option for two (2) one-year extension periods.

2.2 Event Details

A. Event Schedule

1. Halloween Night Fair - 50 Washington Street (expected attendees 4,000-6,000)

   - Date: October 26 & 27

2. Holiday Extravaganza - 50 Washington Street (expected attendees 2,000-3,000)

   - Date: December 7

3. Wall St Wonderland – River Street (expected attendees 2,000-3,000)

   - Date: December 10

4. Flex Events (expected attendees up to 5,000)

   - 2-3 Medium Scale Events, one potentially April 2024 and two events to be held in 2025
   - Events to be determined in consultation with the City of Norwalk

B. Setup and Breakdown Logistics

Execute the following process as outlined below for all events. Setup and Breakdown times will be discussed with awarded vendor. Awarded vendor to maintain clear communication with the event organizers, coordinate with your crew, and prioritize safety throughout the entire process. Flexibility and adaptability are also important in case of unexpected issues or changes to the plan.

Setup:

Pre-Planning (Leading up to day-of event)

- Confirm the event schedule and technical requirements with the event organizers
- Ensure all equipment is in good working condition and any necessary maintenance or repairs are done in advance
- Arrange transportation for equipment to the event location
- Provide technical schedule to event organizers
- Coordinate with Police and event organizers for closure times

Day-of Event

- Arrange for a crew to arrive at the event location well before start time to set up stage, sound and lighting equipment
- Coordinate with event organizers to allocate the required space for setup
- Set up stage and ensure it's stable and safe
- Install sound equipment, including microphones, speakers, and mixing consoles
- Set up lighting fixtures
- Test all equipment to ensure it's functioning correctly
- Arrange cables neatly to prevent tripping hazards
- Conduct a soundcheck and lighting rehearsal with event performers to ensure everything is working as expected
- Make any necessary adjustments based on the rehearsal
- Ensure all equipment and cables are secure and safe
- Prepare for the event to begin as expected

Breakdown:

- After the event ends, begin the breakdown process immediately
- Load all equipment onto transport vehicles and ensure nothing is left behind

C. Cancellations and Postponed Events

Events will be rain or shine. Should for any reason the event should be postponed or cancelled, the Special Event Coordinator will make the determination at least 48 hours in advance.

2.3 <u>Equipment, Technical Support, and Labor Requirements</u>

These can be provided by a subconsultant or by the applicant. Prices must include all costs including any costs associated with subconsultants, or contractors. If an overnight stay is needed for a City event, the City does not have a preferred discounted rate at the hotels.

A. Stage
    a. 30 x 20 Stage - Must accommodate dance groups, large bands, DJ booth setup. Stairs required. Grass or concrete surface. (Halloween Night Fair and all Flex Events should be priced with larger stage.)

b. 20 x 20 Stage – Must accommodate dance groups, school choirs, small bands, DJ booth setup. Grass or concrete surface. (Holiday Extravaganza and Wall St. Wonderland should be priced with the smaller stage.)
c. Stairs for both sides of stage
d. Barricades for front of stage

B. Sound
   a. PA System – a high quality, professional PA audio system
   b. Microphones – 4 handheld microphones with stands
   c. DJ – music throughout event, doubling as emcee, must provide DJ equipment

C. Lighting
   a. Spotlight – for Holiday Extravaganza only. Powerful professional spotlight for rappelling Santa down 50 Washinton Street. Positioned strategically to follow Santas descent
   b. Stage lighting – mood lighting as well as illuminating performers
   c. Event lighting – mood lighting and ambience. Creative freedom for firm

D. Technical
   a. Generators – Limited electricity access on site. Given the diverse electrical needs of the event, generators are necessary to provide power. Ensure they are appropriately sized to handle all equipment (Needed for all Events)
   b. Fog machines (vertical & horizontal) (Only needed for the Halloween Night Fair)
   c. 2 to 4 Cold spark machines. (Needed for all Events)
   d. Snow machine – fake snow. (Needed for Holiday Extravaganza and Wall St. Wonderland)
   e. Coordination and execution of Christmas tree lightings (Needed for Holiday Extravaganza and Wall St. Wonderland)

E. Labor
   a. Lighting operator
   b. Stagehands
   c. Labor to build and remove stage
   d. Audio engineer

SECTION 3
GENERAL INFORMATION

NOTE: SECTION 3 - GENERAL INFORMATION contains the City's Standard Terms and Conditions. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 08/08/2013, or later on file you may obtain a copy over the Internet at http://www.norwalkct.gov . Adobe Acrobat reader is required to view this document. If you do not have this software you may down load it for free from Adobe.

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

SECTION 4

NOT APPLICABLE

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SECTION 5

LIVING WAGE ORDINANCE

GENERAL INFORMATION

Rev. 03312023

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 03/31/2023 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

NORWALK PURCHASING DEPARTMENT

03/14/2024

RESPONSE SUMMARY - PROJECT #4341R

Stage, Lighting, and Sound Services for Norwalk Holiday Events – Re-Bid

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

BID SECURITY	VENDOR	ELECTRONIC SUBMISSION (ATTACHED)	HARD COPY SUBMSSION
Yes	ARC Sound. Stage Lighting	Yes	Yes
No	Microtheory, LLC (dba: MicroTheory Engineering)*	Yes	No
No	SCD Hospitality LLC*	Yes	Yes

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

4341R - Stage, Lighting, and Sound Services for Norwalk Holiday Events – Re-Bid

Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
ARC Sound. Stage. Lighting. LLC	Mar 11, 2024 1:54 PM EDT	Brian Nolan	brian@arcssl.com	NDA2OTI2
MicroTheory Engineering	Mar 12, 2024 1:04 PM EDT	Gary Albaugh	gary.albaugh@microtheoryeng.com	NDA3NzQ2
Sebass Events	Mar 12, 2024 1:54 PM EDT	John Canzona	jcanzona@sebassevents.com	NDA3ODIx

ARC Sound. Stage. Lighting
5 Pettom Rd
Norwalk CT 06850

Hi There,

Per our meeting with the purchasing department on April 11, 2024; ARC Sound Stage Lighting is in agreement to remove all “flex events” for 2024, 2025, and 2026 from project bid 4341R. The agreed upon amounts for the remaining items in the scope of work are as follows:

2024: $92,510

2025: $97,585

2026: $102,760

This covers (3) agreed upon events; and any other services will be provided independently of this project’s scope of work.

If there are any further questions or additional items needed, please let me know.

Best,
Brian Nolan
ARC Sound. Stage. Lighting
(203)957-1969