



DEPARTMENT OF FINANCE
PURCHASING DIVISION

April 8, 2014

REQUEST FOR THE DEVELOPMENT OF A MARKETING, BRANDING AND COMMUNICATION STRATEGY FOR THE CITY OF NORWALK		
PROJECT NUMBER	3520	30 Pages
DUE DATE	2:00 PM	May 6, 2015

Dear Sir/Madam:

The City of Norwalk, is soliciting Requests for Proposals (RFP's) from qualified marketing, branding and communication Firms to develop a new brand and lead a comprehensive brand strategy for the City. The selected professional will facilitate a process and develop a long-term brand (vision) for Norwalk that is relevant and compelling to key audiences and will influence decisions and shape positive perceptions of Norwalk as a place to live, work, visit and conduct business. The budget for this project is approximately \$20,000.00. The City invites qualified firms to respond to this RFP by submitting a proposal consistent with the goals and objectives set forth in this Request for Proposals.

RFP DOCUMENTS are available upon receipt of this invitation (if not attached) over the Internet at <http://www.norwalkct.org> Adobe Acrobat reader is required to view this document. If you do not have this software you may download it from Adobe.

The deadline for the submission of questions for this project is 2:00 PM, April 22, 2015. All questions must be submitted in writing to Gerald J. Foley, Purchasing Agent, via e-mail to gfoley@norwalkct.org or via fax to 203-854-7817.

Businesses, without fax or Internet access equipment, may contact the Purchasing Department at 203-854-7712 for any RFP information. Our fax number is 203-854-7817.

We would appreciate the courtesy of promptly advising us if you do not intend to respond. To properly maintain our records those firms who do not respond may be removed from our vendor records.

If, after review of the RFP documents, your firm is interested in performing the services specified, provide the information requested, sign and return the complete document, along with your detailed proposal, to the City of Norwalk Purchasing Department by the due date.

Sincerely,

Gerald J. Foley
Purchasing Agent
City of Norwalk
Ph 203-854-7712; Fax 203-854-7817; E-Mail – gfoley@norwalkct.org

SECTION 1 - PROJECT SPECIFICATIONS

1.0 BACKGROUND PROJECT OVERVIEW

The following information should be of assistance in developing a proposal. If you have any questions, please contact Gerald J. Foley, Purchasing Agent via e-mail at gfoley@norwalkct.org or via fax at 203-854-7817.

The City of Norwalk is seeking professional marketing, branding and communications services to develop a new brand and lead a comprehensive brand strategy for the City. The selected professional will facilitate a process and develop a long-term brand (vision) for Norwalk that is relevant and compelling to key audiences and will influence decisions and shape positive perceptions of Norwalk as a place to live, work, visit and conduct business. The brand strategy will be used for an integrated comprehensive marketing strategy that will ultimately, provide a clear, concise and consistent messaging that defines Norwalk and its positive attributes. Additional creative services as outlined in the scope of services may be funded in subsequent and multiple phases subject to available, appropriated funds. Approximately \$20,000.00 has been allocated for the first phase which will include the creation of a city brand and the development of a comprehensive brand strategy.

The successful proposer shall fully coordinate all services with the City's Director of Economic Development and IT Team, and other City Departments or their designee.

This Request for Proposal ("RFP") is issued to provide the selection process for marketing, branding and communication strategy services. Proposals will be accepted from:

- a. Individuals operating as independent contractors;
- b. Non-profit, non-governmental entities;
- c. For profit, private entities; and
- d. Preference is given to proposers with experience working with public sector entities, including state and/or county government in outreach and education for the identified target groups. Proposers submitting a response to the RFP will be asked at a minimum, to state their qualifications, identify lead contacts, understanding/experience relating to the project and offer their methodology for meeting the requested services.

For a firm to be considered for this engagement, One (1) Original and ten (10) copies of its proposal plus one (1) digital copy (PDF format on thumb drive or CD) must be submitted to the City of Norwalk Purchasing Agent at the address below by the time and date noted on the page one of the RFP solicitation document.

City of Norwalk
Purchasing Department, Room 103
Gerald Foley, Purchasing Agent
125 East Avenue, Norwalk, CT 06851

The scope of the required services and other terms and conditions of this engagement are described in Section 1.2 of the attached Request for Proposals. The requested format and content of the proposals are described in Section 1.6. Proposals will be evaluated by the criteria set forth in Section 1.7.

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

Following this selection process, the Selection Committee will make a recommendation to the Planning Committee. The City expects to make its award recommendation in June, 2015. Approval to enter into a contract has to be authorized by the Norwalk Common Council.

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

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

The anticipated selection schedule is as follows:

Advertise RFP		April 8, 2015
Deadline for questions	Two weeks	April 22, 2015
RFP Responses:	Two weeks	May 6, 2015
RFP Evaluation	Two weeks	May 20, 2015
RFP Interviews:	One Week	May 27, 2015
RFP Award Recommendation:	Same Week	May 29, 2015
Planning Committee Review		June 4, 2015
Approval to enter into contract by Common Council		June 9, 2015

1.1 PURPOSE

The City of Norwalk is seeking professional marketing, branding and communications services, including but not limited to the development of a comprehensive brand and strategy; developing and possibly managing a digital media campaign. The professional may partner with internal City stakeholders as well as external organizations on an as-needed basis for various creative services.

The City of Norwalk was first settled in 1640 and is currently the sixth largest City in Connecticut with a population of 87,776. The City is located in Fairfield County along the Long Island Sound, includes a number of islands and covers an area of 22.5 miles. While preserving its suburban character, the City has a significant number of commercial and industrial establishments as well as being the location of many corporate headquarters.

The City of Norwalk provides a full range of municipal services to its residents, including education, police and fire protections, public works and sanitation, health and social services, planning and development, and recreational/cultural services. An extensive overview of these services can be found within the City's operating budget. A copy of City's operating budget is available for your review on the City's website: <http://www.norwalkct.org> or directly at the following link <http://www.norwalkct.org/documentcenter/view/7805> .

The City of Norwalk developed a variety of tag lines over the years such as “Norwalk on the Move”, “On the Water - On the Move” and “Norwalk CT-The Right Place-The Right Time”. These and other tag lines continue to be in use by various City organizations.

Recognizing that we are living in a competitive global environment and that the City of Norwalk is competing for its share of consumers, tourists, businesses, investors, residents, respect and attention, the need to focus on a comprehensive message to define ourselves and attract attention is desired.

1.2 SCOPE OF WORK

The objective of this RFP is to procure marketing and communications support services necessary for the creation of a community brand and development of a comprehensive marketing strategy. Future services will include but are not limited to the preparation of advertising materials on an as needed basis, web site design, social media marketing, creative support services necessary for public outreach, related marketing functions and preparation of work products as needed. Services to be performed include:

A. Lead a process for the creation of a relevant, credible, compelling, differentiated and sustainable brand for the City of Norwalk that will be a common identifier for the community as a way to attract talent, new businesses, residents and visitors to Norwalk. Develop a comprehensive brand strategy along with a time line, and activities for the roll out. Provide advice and recommendations for citywide marketing strategies, and improving citywide brand awareness along with a budget for implementation.

B. Develop, design & deliver a style guide for City’s use with advertisers and other promotional materials and mock-ups including, but not limited to:

- Logo
- Slogan or tag line
- Business Card
- City of Norwalk Website [norwalkct.org]
- Economic Development Website [norwalkredevelopmentagency.com]
- Visit Norwalk Website [new]
- Letterhead
- Signage
- Uniforms (non public safety; Parks? DPW?)
- Employee communication materials
- Promotional materials
- Graphic standards
- Envelope
- Overview Brochure
- Mailing Label

C. Provide strategic marketing support, advice and creative collateral to City officials for designated marketing projects including special events related to tourism, business attraction and City events as needed. Assist City agencies and departments as assigned to provide approved marketing services (departments may include: Economic Development, IT Department, Parks and Recreation Department, and other City sponsored venues).

D. Develop a comprehensive marketing plan and social media strategy for the promotion of economic development. Include specific recommendations on content, timing and optimal channels as well as recommendations on how to integrate the social media activities with the promotion of economic development.

E. Develop comprehensive website strategies and plans. The web strategy will include specific recommendations for detailed enhancements to the sites' architecture, design, and overall look and feel. Recommendations will be geared to improving the functionality and branding power of the sites. Work product should provide website designers and developers with focused input to website design.

F. Provide media training as requested.

G. Identify Success Factors. How will the re-branding and marketing program success be measured and evaluated? How to gauge the impact the program has on awareness, attitudes, and perceptions of Norwalk?

The selected professional(s) will have the ability to lead a process(es) that will include a variety of stakeholders to assure that multiple perspectives and issues are weighed and the buy-in and execution less complicated. The brand will focus on our relevant differences and communicate the core positive attributes of our community to residents, businesses and visitors. The professional shall provide advice and recommendations for citywide marketing strategies, and implementing citywide brand awareness. The product shall include a style guide for the chosen brand for use in promotional materials, the City's web site and digital media, way finding and other collateral to deliver a consistent and compelling message with specifications provided by the City.

- The successful proposer will provide qualified personnel dedicated to managing the requested services and will have experienced staff knowledgeable in communications and marketing disciplines. The proposer will establish a team leader who will manage services provided under the resulting contract. The City will not accept any substitutions of the team leader or other key personnel except for substitutions required for reasons outside the control of the successful proposer and upon written approval by the City. The successful proposer will be available on an on-call basis for any emergency situations

1.3 PROJECT DELIVERABLE TIMELINES

Once selected, a minimum of three (3) brand concepts shall be submitted along with a comprehensive brand strategy for the selected design, an overall marketing and communications strategy, providing time and opportunity for the City to offer feedback and request revisions, as necessary, until an agreed upon marketing, branding and communications strategy is finalized.

Once the marketing, branding and communications strategy is finalized, the individual or organization will advise the City on the most appropriate materials/components (among those listed above and others) to best achieve its marketing branding goals. The individual or organization will then design/develop those marketing, branding and communication materials, providing time and opportunity for the City to review and request revisions.

Final marketing, branding and communications materials (e.g., logos, slogan tag lines) will be provided to the City in an electronic format for future use, and will become the property of the City of Norwalk.

The anticipated work schedule is as follows:

Marketing / Branding – preliminary strategy(s): Within 2 months of contract execution

Marketing / Branding strategy finalized: Within 3 months of contract execution

Marketing / Branding strategy launched: Within 4 months of contract execution

1.4 COMPETITION INTENDED

It is the City's intent that this RFP permit competition. It shall be the offeror's responsibility to advise the City in writing if any language, requirement, scope specification, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the City Purchasing Department not later than seven (7) days prior to the date set for acceptance of proposals.

1.5 QUALIFICATIONS

The successful Firm must demonstrate experience in the following areas:

- Experience in the successful creation of marketing, branding and communication strategies for public sector clients;
- Demonstrated familiarity and proficiencies in the marketing, branding and communication discipline(s) with projects of similar nature and scope;
- Demonstrated creative approaches in the inventing of an identity for a public sector group and the effective communicating of messages to the public;
- Demonstrated relevant experience of the proposed key personnel in working with client groups that include state and governmental agencies and the general public;
- Must be authorized to conduct business in the State of Connecticut;

1.6 PROPOSAL SUBMISSION FORMAT

All responses to this RFP must be in sealed envelopes and marked with the RFP reference title, the RFP number, and due date and time. The Candidate's name and address must appear on the envelope. Proposals should put forth full, accurate, and complete but concise information as required by this request.

Proposals must be submitted in accordance with the instructions and requirements contained in this RFP. Failure to do so may result in the proposal being considered non-responsive and it may be rejected by the City. A Proposer must promptly notify the Purchasing Agent of any ambiguity, inconsistency, or error which may be discovered upon examination of the RFP. A Proposer who requires clarification or interpretation of this RFP should contact the Purchasing Agent.

Prospective Proposers are to address the criteria below as part of their submitted proposal. Each proposal should include a transmittal letter and management overview of the proposal. Proposals are to include and will be evaluated based on the following factors:

A. LETTER OF TRANSMITTAL

Clearly indicate the single contact (principal-in-charge), mailing address, email, telephone and facsimile numbers. Indicate unique features of the organization and the project team that makes the team uniquely suited to undertake this specific project.

B. SCOPE OF SERVICES, AND PRICING

The proposal shall clearly identify the Scope of Services for each element (phase) of the project and a unit cost for services for each element (phase) of the project. Where hourly rates may apply, a cost schedule of hourly rates for each job classification and job title and unit costs must be submitted for all items set forth in the proposal. All rates and fees will be fixed for the duration of the contract. Materials or services not listed but that may be required or are expected to be used by the consultant in performing the tasks related to the Agreement must be listed with the proposal. Job titles and classifications must be explained in terms of degree of responsibility, minimum qualifications, and expected scope of duties for the purpose of defining proposed schedule of hourly rates. Prices for expendables must be expressed as cost plus percentage mark-up. Overhead costs, including, without limitation, faxing, cellular phone air time, and computer processing time, must be borne exclusively by the consultant as a cost of doing business.

C. ORGANIZATION AND MANAGEMENT OF SERVICES

1. Describe the management and approach that will be taken to ensure the services will be provided in a thorough, effective, and timely manner. Include information regarding:
 - Philosophy, approach and identification of specific issues, problems and opportunities. (Specific solutions to project deliverables are not desired as statements of philosophy or direction).
 - Management approach to insure effective coordination with various City agencies and other entities which will be involved in the Project.

+ Time frame for each element or phase of work.
2. Indicate any suggested approaches to minimize costs and expenses.
3. Identify any software that may be proposed for use on this project.

D. SUMMARY OF DELIVERABLES FOR EACH ELEMENT OR PHASE OF PROJECT.

Describe the end product or deliverable that will result for each element or phase of work. It is expected that all creative deliverables will be in electronic formats (in both high and low resolutions) in formats that are acceptable to the City. Certain elements or phases are likely to include hard deliverables for use in the roll out, release and promotional phases.

E. KEY PERSONEL

Identify the individuals from each firm who will be involved in the project and their responsibilities. Provide brief biographical data of the primary participant(s), including the Project Manager. Further, provide a separate list of the other key personnel of the proposed team setting forth the name of such persons and corresponding title.

F. SUMMARY OF DEMONSTRATED EXPERIENCE.

Describe the firm's projects and experience during the last three years that is similar to the work described in the Scope of Work or that proposer believes would be relevant in evaluating the firm's capabilities to perform the work, including:

- Contracts involving similar work performed by the firm and a list of personnel who worked under these contracts and will be performing the work covered by this RFP.
- Contract amount and brief, concise description of the services stated in the contract.
- Any extraordinary projects or problems or both encountered during performance of such contracts. Describe the complexities and innovative approaches used to solve such problems.
- Financial information to demonstrate the financial stability of the firm to successfully provide uninterrupted service for one year.

Also, include all information and circumstances regarding any legal dispute resulting from services provided by the proposer for which settlements have been made.

- References. Include three appropriate references, a contact name, address, and telephone number. These references should be able to substantiate the proposer's ability to perform the work required.

The City shall rely on the accuracy and completeness of all information submitted in making its selection. As such, proposing firms are urged to carefully review all information submitted to ensure the clarity, accuracy, and completeness of such information. As deemed necessary and appropriate, the City reserves the right to make any inquiries or other follow up required to verify the information provided.

1.7 CRITERIA FOR EVALUATING PROPOSAL SUBMISSIONS

Proposal submissions will be evaluated based on the following criteria:

- A. Experience: Respondent's recent experience in the successful creation of marketing branding for public sector clients as a demonstration of familiarity and proficiencies in this discipline with projects of similar nature and scope.
- B. Creativity: Respondent's demonstration of creative approaches to inventing an identity for public sector clients.
- C. Key Personnel: Relevant experience of the key personnel in working with client groups that include governmental agencies and the general public.
- D. Proposed Project Work Plan and Methods: Quality and thoroughness of the proposed project work plan and methodology, in comparison to the other proposal submissions, as it relates to this assignment and its successful completion.
- E. References: Quality of references as they relate to this project.
- F. Proposed fee structure: Competitive of proposed fees in comparison to the other proposal submissions for this assignment.
- G. Total years in business and financial stability of the Firm
- H. Other Information: Quality of other information submitted along with the proposal submission, as it relates to this assignment.

The City reserves its rights to examine any other criteria and take the same under consideration and to reject any firm or proposal despite its compliance with these criteria if it determines that to do so would be in its best interests.

The City may request additional information, clarification, or presentations from any of the Offerors after review of the proposals received. The City reserves the right to inspect the Offeror's facilities, resources, and staff prior to award to examine and demonstrate the ability to perform work in a prompt and conscientious manner.

1.8 PRIME PROPOSER RESPONSIBILITY

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

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

1.9 KEY PERSONNEL

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

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

1.10 AVAILABILITY OF FUNDS

The contract award under this RFP is contingent upon the availability of funds to the City of Norwalk for this project. Initial contact funds (in the amount of \$20,000.00) are available for fiscal year 2015 (July 1, 2014 – June 30, 2015). In the event that funds were not available, any contract resulting from this RFP will become void and of no force and effect.

1.11 PAYMENT

The proposer shall be paid on a monthly basis in a process to be determined by the City.

1.12 TERMINATION FOR DEFAULT OR FOR THE CONVENIENCE OF THE CONTRACTING AGENCY

Performance under this contract resulting from this RFP may be terminated by the City of Norwalk whenever; the proposer, in the sole opinion of the City, is in default in the performance of the contract and shall fail to correct such default within the period specified by the contracting officer in a notice specifying default; or the contracting officer shall determine that termination is the best interest of the City of Norwalk.

Termination will be effected by delivery to the proposer of a notice to terminate, stating the date upon which the termination becomes effective. Upon receipt of the notice to terminate, the proposer shall:

- Stop all work
- Assign to the City of Norwalk all rights, title and interest in the work being developed;

- Deliver forthwith to the City of Norwalk all completed work and work in progress;
- Preserve and protect, until delivery to the City, all material plans, and documents related to this contract which, if the contract had been completed, would have been furnished to the City of Norwalk or necessary to the completion of the work.

1.13 NEGOTIATED CHANGES

In the event negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.

1.14 CONTRACT AGREEMENT AND CONTRACT PERIOD

The successful proposer shall be required to agree to and sign a formal written agreement between the City of Norwalk and the proposer, prepared by the Office of Corporation Counsel of the City of Norwalk. A sample Independent Contractor for Consulting Services contract form, is provided at the end of this section to illustrate the type of contract the City will use to contract for these consulting services.

It is anticipated that the initial contract award resulting from this RFP shall encompass the period of July 1, 2015 thru June 30, 2016. However, this contract may be amended by mutual agreement between the parties for up-to four (4) additional one (1) year optional periods, thru June 30, 2020.

1.15 RIGHT OF SET-OFF

The undersigned bidder hereby authorizes the City to set off against monies payable hereunder by the City to the bidder, an amount equal to any unpaid real and personal property taxes and assessments (the collection of which is not barred by the State of Limitations), owing by the bidder to the City, including all interest and lien charges in connection with such paid taxes.

1.16 DURATION OF PROPOSALS

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

1.17 ACCEPTANCE OF RFP CONTENT

Provisions of this RFP and the contents of the successful response will be used to establish final contractual obligations. The City retains the option of canceling the award if the successful Respondent fails to accept such obligations. The City and the successful Respondent shall enter into a written contract for the work to be performed.

It is understood that this RFP and the Respondent's proposal shall be attached and included by reference in a contract signed by the City and the successful Respondent.

This RFP is not an offer: Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the City of Norwalk or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The fully executed contract document will represent the entire agreement between the proposer and the Department and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the contract until the contract has been accepted and approved by the City's Corporation Counsel and fully executed by all parties.

1.18 FREEDOM OF INFORMATION

Freedom of Information (FOI), C.G.S. § 1-210(b). FOI generally requires the disclosure of documents in the possession of the City or governmental entity upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by Connecticut General Statutes § 1-210(b). Proposers are generally advised not to include in their proposals any confidential information. If the proposer indicates that certain documentation, as required by this RFP, is submitted in confidence, the City will endeavor to keep such information confidential to the extent permitted by law. However, the City has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOI request.

The proposer has the obligation to understand the requirements of the FOI Act and the burden of establishing the applicability of any FOI exemption in any proceeding where it is an issue. While a proposer may claim an exemption to the City's FOI disclosure requirements under applicable law, the final administrative authority to release or exempt any or all material so identified rests with the City. In no event shall the City or any of its employees have any liability for disclosure of documents or information in the possession of the City and which the City or its employees believe(s) to be required pursuant to the Freedom of Information Act or other requirements of law.

1.19 INSURANCE COVERAGE REQUIREMENTS

The City of Norwalk is requiring insurance coverage as listed below for this work.

Note: The term "Consultant" shall also include their respective agents, representatives, employees or subcontractors; and the term "City of Norwalk " (hereinafter called the "City") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions.

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 exclude the City from additional limits and coverage provided under the Consultant's policies.

ALL POLICIES SHALL INCLUDE A WAIVER OF SUBROGATION

Minimum Scope and Limits of Insurance

Worker's Compensation Insurance: With respect to all operations the Consultant performs the Consultant shall carry worker's compensation insurance in accordance with the requirements of the laws of the State of Connecticut. The Consultant shall carry employers liability limits of \$100,000 each accident and \$100,000 each employee by disease and \$500,000 policy limit disease.

Commercial General Liability: With respect to all operations the Consultant or performs the Consultant shall carry Commercial General Liability insurance providing for a total limit of one million dollars (\$1,000,000) per occurrence for each job site or location for all damages arising

out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification provided under this contract. Each annual aggregate limit shall not be less than \$ 2,000,000.

Automobile Liability: With respect to any owned, non-owned, or hired vehicles the Consultant shall carry Automobile Liability insurance providing one million dollars (\$1,000,000) per accident for bodily injury and property damage.

Errors and Omissions/Professional Liability: With respect to any damage caused by an error, omission or any negligent acts of the Consultant performed under this contract the Consultant shall carry one million dollars (\$1,000,000) per claim for any wrongful act. "Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Consultant shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract 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 Contract. If continuous "claims made" coverage is used, Consultant shall be required to keep the coverage in effect for a duration of not less than 24 months from the end of the Contract.

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

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

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

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

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

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Consultant and his 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 Contract shall include the City as Additional Insured but only with respect to the Consultant's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Certificate of Insurance: As evidence of the insurance coverage required by this Contract, the Consultant shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the award of the Contract if required by the Bid document, but in all events prior to Consultant's commencement of work under this Contract. 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. . 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 Norwalk, Connecticut 06851-5125.

Waiver of requirements: The Corporation Counsel, may vary the requirements at Corporation Counsel's sole discretion; if Corporation Counsel determines that the City's interests will be adequately protected without meeting all stated requirements.

Note: The following document is a sample agreement of the City's standard independent contractor services contract produced by the City of Norwalk's Corporation Counsel. 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.

**SERVICES
BY AND BETWEEN
CITY OF NORWALK
AND**

THIS AGREEMENT made and entered into this _____ day of _____, 2015, by and between the **CITY OF NORWALK** (the CITY), acting herein by Harry W. Rilling, its Mayor, and _____ (the Contractor), having a principal place of business at _____ in Connecticut.

W I T N E S S E T H:

WHEREAS, the CITY is in need of a marketing, branding and communication strategy for the City (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 City's needs and requirements;

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

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

1. **ENGAGEMENT OF CONTRACTOR**

A. Based on the representations of the CONTRACTOR set out in its proposal dated _____, entitled "Marketing, Branding and Communications Strategy Services", a copy of which is attached hereto and incorporated herein as Exhibit B, the CITY hereby retains the CONTRACTOR to perform the services set forth herein in accordance with the terms and conditions and for the consideration set out in this Agreement.

B. The person in charge of administering this Agreement on behalf of the CITY shall be _____, or such other person as he may designate in writing (the Director).

C. The person responsible for the services to be performed by the CONTRACTOR hereunder shall be _____.

2. **SERVICES TO BE PERFORMED**

A. The services to be performed by the CONTRACTOR under this Agreement are as described in the Request for Proposal for Marketing, Branding and Communication Strategy Consulting Services, Project Number 3520, attached hereto as Exhibits A and made a part hereof. Such services may be amended or modified at the discretion of the CITY, as circumstances require. The CONTRACTOR shall perform these services as set forth in this Agreement in a professional and timely manner, in order to meet the CITY's needs and requirements.

B. The CONTRACTOR's analysis, findings, and recommendations shall be conveyed to the CITY in written reports, or such other format as may be approved in advance by the Director.

C. IT IS UNDERSTOOD AND AGREED that CONTRACTOR is retained solely for the purposes of the Project described herein and only to the extent set forth in this Agreement. The CONTRACTOR'S relationship to the CITY and any of 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.

D. The CONTRACTOR shall be available to meet with the Director or his representatives; with other agencies, departments, commissions or officials of the CITY as appropriate; and with other entities as directed by the CITY, with regard to the services performed hereunder.

E. The CITY may, from time to time, request changes in the scope of services of the CONTRACTOR 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 paid for its services in accordance with the rates set forth in its Proposal (Exhibit B). The costs listed in Exhibit B shall remain in effect through _____. The total amount to be paid CONTRACTOR for all services rendered during the term of this Agreement shall not exceed the sum of _____.

B. Thereafter, the parties may renew this Agreement for four additional one-year extension periods. Prior to renewing, the CONTRACTOR shall notify the CITY in writing by no later than _____, and _____, if applicable, of any proposed price increase in its fees. The CITY has the right to

accept or reject any such increase in fees and will determine whether to extend the Agreement following the procedure set out in Article 4 hereof.

C. It is understood by the parties hereto that the CITY is dependent upon receiving continued appropriations or budgeted funds to continue this Agreement throughout its intended one-year term. Notwithstanding provisions to the contrary, the CITY may terminate this Agreement at the end of any fiscal period if appropriations or budgeted funds are not available, by giving thirty (30) days written notice that the necessary funding has been denied.

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

E. Payments to the CONTRACTOR under this Agreement shall be made by the CITY on approval of payment requisitions certified by the CONTRACTOR and submitted to the Director. Each requisition shall be in a form acceptable to the CITY and shall set forth the actual services performed. The CITY may, prior to making any payment under this Agreement, require the CONTRACTOR to submit to it such additional information or documentation, as it may deem necessary.

F. 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 CONTRACTOR shall perform the services set forth in this Agreement in accordance with a mutually acceptable schedule throughout the period beginning with the date hereof and continuing through _____.

B. The parties have the option to renew this Agreement for additional one-year terms. Renewal for an option term shall be initiated by way of written notification from either party no later than _____. The amount of compensation to be paid to the CONTRACTOR for the option period shall be negotiated by the parties at the time of such notice. If no agreement in terms of fees is reached by _____, then this Agreement will not be extended. Any

extension shall be in writing, shall set forth the agreed upon fees and shall be executed by all parties.

5. **INSURANCE**

A. CONTRACTOR's Insurance. The CONTRACTOR shall at its sole cost and expense take out and maintain during the life of this Agreement insurance coverage in the types and amounts listed in the Rider attached hereto. Such coverage shall meet all requirements set out in the Rider.

B. The CONTRACTOR shall require each of its subcontractors, if any, to procure and maintain until the completion of that subcontractor's work, insurance of the types and in the amounts specified above. The CONTRACTOR shall ensure that all its subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors.

C. The insurance requirements stated herein, including, but not limited to, the additional insured requirement, are separate and independent of any other requirement of this written Agreement. This insurance shall be primary in respect to any liability arising hereunder.

6. **GENERAL PROVISIONS**

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

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

The CONTRACTOR may at any time and for any reason terminate this Agreement by written notice specifying the termination date,

which shall be not less than thirty (30) days from the date such notice is given.

C. It is the intent of this Agreement 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.

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

E. 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.

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

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

H. The CONTRACTOR shall indemnify, defend and save harmless the CITY, its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including attorneys' fees, which are claimed to be due in any way to the actions or omissions of the CONTRACTOR, its agents, servants, representatives or employees arising out of the services to be performed under this Agreement. This provision shall include all losses, costs, and damages which the CITY may suffer as a result of any negligent, willful or wanton action or omission by the CONTRACTOR or anyone in its employ or under its control, including any agent, employee or representative. The CONTRACTOR hereby assumes and agrees to pay for the defense of all such claims, damages, demands, suits and proceedings. The provisions of this paragraph shall survive the expiration or early termination of this Agreement, shall be separate and independent of any other requirement hereof, and shall not be limited by reason of any insurance coverage provided.

I. 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.

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

K. During the performance of this Agreement, the CONTRACTOR agrees not to discriminate nor to permit any discrimination against any employee or applicant for employment because of race, color, religion, age, sex, marital status, national origin, sexual orientation, physical or mental disability unless it is proven that the disability prevents performance of the work involved.

Both parties further agree to provide the Commission On Human Rights And Opportunities with such information requested by the Commission concerning the employment practices and procedures of each party as relate to the relevant provisions of the General Statutes of Connecticut, as revised. The CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, sex, color or national origin.

The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.

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

M. The CITY and the CONTRACTOR each binds itself and its successors and assigns to the other party and to its successors and assigns with respect to all covenants of this Agreement. The CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written approval of the CITY.

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

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

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

Q. All notices of any nature referred to in this 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:

City of Norwalk
125 East Avenue
Norwalk, CT 06856-5125

With a Copy to:

Corporation Counsel
City of Norwalk
P. O. Box 798
Norwalk, Connecticut 06856-0798

To the CONTRACTOR:

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

R. The CONTRACTOR represents to the CITY as follows:

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;

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

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

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.

S. The CITY's hiring practices strive to comply with all applicable federal regulations regarding employment eligibility and employment practices. Thus, all individuals and entities seeking to do work for the CITY are expected to comply with all applicable laws, governmental requirements and regulations, including the regulations of the United States Department of Justice pertaining to employment eligibility and employment practices. The CITY reserves the right at its discretion, but does not assume the obligation to require proof of valid citizenship or, in the alternative, proof of a valid green card for each person employed in the performance of work or services for the CITY. By reserving this right the CITY does not assume any obligation or responsibility to enforce or ensure compliance with the applicable laws and/or regulations.

By signing this Agreement the CONTRACTOR hereby certifies to the CITY that it is in compliance with all applicable regulations and laws governing employment practices.

T. If a dispute arises out of or in relation to this Agreement, or any claimed breach hereof, and if such dispute cannot be settled by the parties through direct discussions, then the parties agree to first endeavor to settle the dispute in an amicable manner by means of non-binding mediation pursuant to Construction Industry Mediation Rules of the American Arbitration Association prior to resorting to a judicial forum to adjudicate the dispute. The costs of such mediation shall be share equally by the parties.

Dated at Norwalk, Connecticut, the day and year first above written, and executed in four (4) counterparts.

Signed, Sealed and Delivered
in the Presence of:

Witness

CITY OF NORWALK

Witness

By: _____
Harry W. Rilling
Its Mayor
Duly Authorized

Date signed: _____

Witness

Witness

By: _____

Date signed: _____

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: _____

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _____
Comptroller

Date: _____

SECTION 2 - RESPONSE FORMS

SPECIAL NOTES ON RESPONDING

ADDENDA information is available over the Internet at <http://www.norwalkct.org> Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe. **We strongly suggest that you check for any addenda a minimum of forty eight hours in advance of the bid deadline.**

SUMMARIES will be available any time after 5:00 PM on the day of the bid opening over the Internet at <http://www.norwalkct.org> . The document number to request will be the same as the project number indicated in the invitation to bid. Bid results will not be provided over the phone.

AWARD NOTIFICATION will be issued by mail.

BUSINESSES WITHOUT FAX EQUIPMENT or Internet access may contact the Purchasing Department at 203-854-7712 for this information.

RFP RESPONSES [*One (1) Original and Ten (10) copies, plus one (1) digital copy (PDF format on thumb drive or CD)*] are to be delivered to:

City of Norwalk Purchasing Department
125 East Avenue, Room 103
P.O.Box 5125
Norwalk, Ct. 06856-5125

2.1 FORM OF PROPOSALS:

All proposals must include the information outlined in section 1.6.

You may include any additional information which demonstrates your qualification for this work.

Proposals are to be submitted:
*[One (1) Original and Ten (10) copies,
plus one (1) digital copy (PDF format on thumb drive or CD)]*

Norwalk City of Norwalk
Purchasing Department, Room 103
125 East Avenue P.O. Box 5125,
Norwalk, Connecticut 06856-5125

2.2 PRICING RESPONSE FORM – RFP #3520 – Marketing, Branding & Communication Strategy

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

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

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

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

Task	Proposed Fee(s)
A. Creation of the brand & comprehensive brand strategy.	\$
B. Development of the style guide.	\$
C. Provide strategic market support.	\$
D. Develop a comprehensive market plan for Economic Development.	\$
E. Develop comprehensive website strategies & plans.	\$
1) Website Development	
a) City of Norwalk http://www.norwalkct.org	\$
b) Economic development	\$
c) Visit Norwalk	\$
F. Provide media training as necessary.	\$
G. Identify Success Factors.	\$

Submitted by -	_____	_____
	Printed Name	Date
	_____	_____
	Signature	Date
Authorized Agent of Company (name and title)		

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

Addendum #	.	Dated	.	Addendum #	.	Dated	.
Addendum #	.	Dated	.	Addendum #	.	Dated	.

1.2 STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1. Number of years in business -

2. Number of personnel employed Pt.time - _____, Full - _____,

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

Project	Date	Contact Person	Phone No.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.

4. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)	<input type="checkbox"/>	general partnership
	<input type="checkbox"/>	limited partnership
	<input type="checkbox"/>	limited liability corporation
	<input type="checkbox"/>	limited liability partnership,
	<input type="checkbox"/>	corporation doing business under a trade name
	<input type="checkbox"/>	individual doing business under a trade name
	<input type="checkbox"/>	other (specify)

5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	<u>Connecticut corporations</u> - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?			Yes	No
				.	.
	<u>Out-of -State corporation's</u> - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)			Yes	No
				.	.
6. Is your local organization an affiliate of a parent company? If so, Indicate the principal place of business of your company and the name of the agent for service <u>if different from what has been indicated on the response form</u>:					
Business Name					
Address					
City		State		Zip	
Name of Agent					

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

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

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

All information should be supported with appropriate audited financials.

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

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

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE

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

END OF SECTION

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

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

SECTION 4 – LIVING WAGE ORDINANCE

GENERAL INFORMATION

NOTE: SECTION 4 contains information concerning City of Norwalk's Living Wage Ordinance information. You are responsible for obtaining a copy of this document prior to bidding. If you do not have a revision of this document dated 03/14/2015 or later on file you may download a copy from the Terms and Conditions section of the City of Norwalk's website at www.norwalkct.org

Document number 1019 <http://www.norwalkct.org/documentcenter/view/862>