

# EXHIBIT A

(CITY OF STAMFORD REQUEST FOR PROPOSAL NO. 711)

**MAYOR  
DAVID R. MARTIN**



**PURCHASING AGENT  
BEVERLY A. AVENI  
Phone: (203) 977-4107  
FAX: (203) 977-5253  
Email: [baveni@stamfordct.gov](mailto:baveni@stamfordct.gov)**

**CITY OF STAMFORD  
OFFICE OF ADMINISTRATION  
888 WASHINGTON BOULEVARD  
STAMFORD, CT 06901-2152**

## **REQUEST FOR PROPOSALS No. 711**

### **SOUTH END NEIGHBOURHOOD & HISTORIC PRESERVATION PLAN, PHASE 1**

**PROPOSALS DUE:**

**MARCH 2, 2017 @ 4:00 P.M.**

**SUBMIT TO:**

**CITY OF STAMFORD  
888 WASHINGTON BOULEVARD  
STAMFORD, CT 06904-2152**

**ATTENTION:**

**BEVERLY A. AVENI  
AT (203) 977-4107 OR  
[baveni@stamfordct.gov](mailto:baveni@stamfordct.gov)**

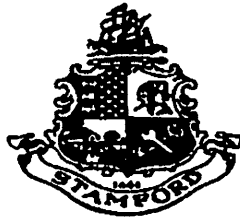
**MANDATORY PRE-PROPOSAL**

**THURSDAY, FEBRUARY 9, 2017, AT  
1:30 P.M., IN THE DEMOCRATIC  
CAUCUS ROOM, 4<sup>TH</sup> FLOOR OF THE  
GOVERNMENT CENTER, 888  
WASHINGTON BOULEVARD.**

**NUMBER OF COPIES REQUIRED:**

**ONE ORIGINAL AND NINE (9)  
COPIES, ALONG WITH TWO (2)  
ELECTRONIC VERSIONS (USB  
DRIVE)**

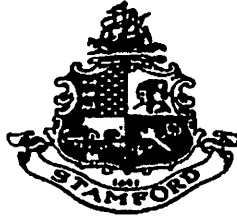
**Date Issued: (1/31/17)  
(REV: 6-1-16)**



**CITY OF STAMFORD, CONNECTICUT**

**NOTE**

**EFFECTIVE JANUARY 2, 2009 THE PURCHASING DEPARTMENT IS REQUESTING THAT YOU IDENTIFY CLEARLY, WITH A 'TAB/STICKER', YOUR FEE PROPOSAL SHEET(S), AS WELL AS YOUR BID BOND PAGES, IF APPLICABLE.**



## **CITY OF STAMFORD, CONNECTICUT**

# **IMPORTANT**

**Caution** : The competitive bid/proposal process requires that the City of Stamford provide all competitors with equal and timely access to information. To enhance our capabilities, the Purchasing Department is providing bid information over the Internet. You may use this application provided you agree with the following understandings:

1. The City cannot guarantee that the equipment involved in this technology will be available to provide information or receive transmittals. IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU HAVE CURRENT INFORMATION AND THAT QUOTATIONS ARE RECEIVED AT THE DESIGNATED LOCATION, COMPLETE AND ON TIME.
2. The City is not responsible for the confidentiality of information transmitted over the Internet.
3. The City makes no guarantee as to the completeness or accuracy of downloaded "Request for Bid", "Request for Proposal" or "Request for Qualification".
4. Bids/Proposals must be received in hard copy in the Purchasing Department by the due date and time in order to be considered. Please be advised that the Purchasing Department does not accept bids or proposals by email or fax. More Information: (203) 977-4108, (203) 977-4107 or (203) 977-4994.
5. Please note modifications made to the City's Standard form of Contract with the addition of Dispute Resolution on pages 5-6 of the Sample Contract.
6. Please note the addition of the "Contractor's Statement Form on the next page.

**Effective: 10/1/2016  
RFP & RFQ**

## **CONTRACTOR'S STATEMENT**

Pursuant to Section 103.1 of the Stamford Code of Ordinances, I hereby provide the following:

If a joint venture, trustee, partnership, limited liability company or partnership, the names and addresses of all joint ventures, beneficiaries, partners or member:

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If a corporation, the names and addresses of all officers and the names and addresses of all parties owning over 10% of its common stock or over 10% of its preferred stocks. If any of said stockholders is a holding corporation, the names and addresses of all persons owning a beneficial interest in over 10% of the common or preferred stock of said holding company.

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The names and positions of all persons listed hereinabove who are elected or appointed officers or employees of the City of Stamford.

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Name of Bidder/Proposer: \_\_\_\_\_

Signature of Bidder/Proposer : \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

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### **Non-Collusion Certification – RFP/RFO**

By submission of this Proposal, each Proposer or person signing on behalf of the Proposer, certifies that to the best of his/her knowledge and belief:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with a competitor for the purpose of restricting competition.
2. Unless otherwise required by law, the prices, which have been quoted in this Proposal, have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

**EFFECTIVE: 12/8/05**

**MAYOR  
DAVID R. MARTIN**



**CITY OF STAMFORD  
OFFICE OF POLICY & MANAGEMENT  
888 WASHINGTON BOULEVARD  
P.O. BOX 10152  
STAMFORD, CONNECTICUT 06904-2152  
(Rev. 12/2/13)**

**PURCHASING AGENT  
BEVERLY A. AVENI  
Phone: (203) 977-4107  
FAX: (203) 977-6253  
Email: baveni@ci.stamford.ct.us**

## **EQUAL EMPLOYMENT OPPORTUNITY**

### **1. Notification to Bidders**

The contract awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes.

The City of Stamford aggressively solicits the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials. "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: (1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans; (2) Hispanic Americans; (3) persons who have origins in the Iberian Peninsula; (4) Women; (5) Asian Pacific Americans and Pacific Islanders; and (6) American Indians. An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The City will consider the following factors when reviewing the Bidder's/Proposer's qualifications:

- (a) success in implementing an affirmative action plan;
- (b) where applicable, success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) a promise to develop and implement a successful affirmative action plan;
- (d) submission of employment statistics contained in the Connecticut Commission on Human Rights and Opportunities ("CCHRO") "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and

- (e) a promise to set aside a portion of the contract for legitimate minority business enterprises.

2. Non-Discrimination

(a) The contractor agrees and warrants that in the performance of the contract, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. If the contract is for a public works project, the contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and supplies of materials on such project. The contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(b) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "Affirmative Action-Equal Opportunity Employer" in accordance with regulations adopted by the CCHRO;

(c) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a copy of these provisions, advising the labor union or worker's representative of the contractor's commitments under these provisions and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(d) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 4a-62, 32-9e, 46a-56 and 46a-68b to 46a-68k, inclusive, and with each regulation or relevant order issued by said CCHRO;



(e) the contractor agrees to provide the City with such information requested by the City, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor.

3. Subcontractors

The contractor shall include the provisions of subsection (2) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the City and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CCHRO. The contractor shall take such action with respect to any such subcontract or purchase order as the City may direct as a means of enforcing such provisions.

**The contractor agrees to comply with the CCHRO's requirements as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.**

**MAYOR  
DAVID R. MARTIN**



**CITY OF STAMFORD  
OFFICE OF POLICY & MANAGEMENT  
888 WASHINGTON BOULEVARD  
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Email: baveni@ci.stamford.ct.us**

**GIFTS:** During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

**3. TIME OF COMMENCEMENT AND COMPLETION OF WORK.** The Contractor shall commence the work hereunder upon the execution of this Agreement by both parties and shall complete said work in a timely, efficient, and diligent manner. It is agreed and understood that time is of the essence, and that if the Contractor fails to perform the work within the period allowed, the City shall have the right to terminate this Agreement and/or pursue appropriate legal recourse for the Contractor's breach of this Agreement.

**4. REVIEW OF WORK.** The Contractor will permit the City, its officers, agents, and employees, to review, at any time, all work performed under the terms of this Agreement at any stage of the work.

**5. INDEMNIFICATION.** The Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and, if requested, shall defend them against any loss, cost, damage, injury, liability, and claim for injury to or death of a person, including employees of the Contractor or loss of or damage to property, resulting directly or indirectly from the Contractor's performance of this Agreement, or by any omission to perform some duty imposed by law or agreement upon the Contractor, its officers, agents and employees. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, Contractors and experts, and related costs and the City's cost of investigating any claims against it.

In addition to the Contractor's obligation to indemnify the City, the Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to the Contractor by the City and continues at all times thereafter.

The Contractor shall indemnify and hold the City, its officers, agents and employees, harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses arising out of the Contractor's performance of this Agreement.

**6. ASSIGNMENT.** The Contractor shall not assign, sub-contract, or transfer any portion of the work set forth herein without the prior written approval of the City.

**7. BOOKS AND RECORDS.** The Contractor shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of Agreement, settlement of claims, or any other matter pertaining to the Contractor's demand for compensation by the City for a period of not less than three (3) years from the date of the final payment for work performed under this Agreement.

**8. INSURANCE.** The Contractor shall provide and pay for such insurance as is set forth in Exhibit A – Insurance Requirements of the City of Stamford, attached hereto as Exhibit A and made a part hereof.

**9. REPRESENTATION.** The Contractor represents that it is an expert in relation to the work to be performed under this Agreement. The Contractor further represents that it has the requisite skill, expertise, and knowledge necessary to perform the scope of services required under the terms of this Agreement, including any supplementary work and the City relies upon said representation in executing this Agreement.

**10. INTERPRETATION.** The parties agree that in the event of any ambiguity between the terms of this Agreement, the City's Request for Proposal (Exhibit A), and the Contractor's Proposal (Exhibit B), the City in its sole discretion shall determine the terms and/or the documents which shall prevail and take precedence.

**11. NON-APPROPRIATION.** Contractor acknowledges that the City is a municipal corporation and that the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City's Board of Representatives of funds sufficient for such purposes, for each budget year in which this Agreement is in effect. If sufficient funds to provide for the payment(s) hereunder are not appropriated, the City may terminate this Agreement upon notice in writing to the Contractor.

**12. SUBCONTRACTING.** The Contractor is prohibited from subcontracting this Agreement or any part of it unless the City first approves such subcontracting in writing and approves, in writing, the specific subcontractors proposed to be used by the Contractor. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

In addition to the foregoing, pursuant to Section 103.4 of the Code, the Contractor agrees to supply the City with the names and addresses of all subcontractors to be used for any subcontract which shall be in an amount in excess of Ten Thousand Dollars (\$10,000.00). Said information shall be supplied at the time such contracts are executed.

**13. CONTRACT EXTRAS.** Pursuant to Section 23-18.4C of the Code, it is specifically understood and agreed by the Contractor that all contract extras regarding this contract shall be governed by the City Charter and/or the Code. The City shall not be liable for payment of any additional costs unless the provisions of the City Charter and/or the Code are fully complied with. The provisions of the City Code can be found at [www.municode.com](http://www.municode.com)

**14. COMPLIANCE WITH CITY CODE PROVISIONS.** The Contractor shall fully comply with the requirements of Sections 103-1 through 103-7 of the Code. Failure to so comply shall constitute a material breach of the terms of this Agreement, for which the City may unilaterally terminate the Agreement upon written notice to the Contractor. The provisions of the City Code can be found at [www.municode.com](http://www.municode.com)

**15. TERMINATION.** A. **TERMINATION FOR CAUSE.** If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished reports, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor and/or its subcontractors under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials to the effective date of termination.

The term "cause" includes, without limitation the following:

- 1) If the Contractor furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete.
- 2) If the Contractor fails to perform to the City's satisfaction any material requirement of the Agreement, or is in violation of any specific provision thereof.
- 3) If the City reasonably determines satisfactory performance of the Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payment to the Contractor for the purposes of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

**B. TERMINATION FOR CONVENIENCE.** The City may terminate this Agreement at any time the City determines that the purposes of the distribution of monies under the Agreement would no longer be served by completion of the Work/Project. The City shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described Subsection A shall, at the option of the City, become its property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of the Contractor pursuant to the terms of the Agreement, less payments of compensation previously made, and subject to the City's right of set off for any damages pursuant to the terms of the Agreement.

**(SEE ATTACHED COPY OF DISPUTE RESOLUTION ON  
THE FOLLOWING PAGES 5 -6)**

[Section Number] **DISPUTE RESOLUTION**

**A. EXECUTIVE MEETING**

The parties shall endeavor to resolve all claims, disputes, or other matters in controversy arising out of or related to the Contract ("Claims") through a meeting of the chief executives of each party, or their respective designees ("Executive Meeting").

A request for an Executive Meeting shall be made by a party in writing and delivered to the other party. The request may be made concurrently with the filing of a non-binding mediation as set forth herein. The Executive Meeting shall be a condition precedent to mediation unless 30 days have passed after the Executive Meeting has been requested with no meeting having been held.

The Executive Meeting shall be held in the place where the Project is located, unless another location is mutually agreed upon.

**B. MEDIATION**

Any Claim subject to, but not resolved by, an Executive Meeting shall be subject to mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

The request may be made concurrently with the filing of arbitration but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**C. ARBITRATION**

Any Claim subject to, but not resolved by, mediation shall, in the sole discretion of the City, be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration.

A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law.

Any judgment will be entered or court action will be brought in a court of competent jurisdiction within the State of Connecticut.

**D. PERFORMANCE DURING DISPUTE**

Unless otherwise directed by the City of Stamford, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**E. CLAIMS FOR DAMAGES**

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.



**16. GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of Connecticut.

**17. GIFTS:** During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

**THIS PAGE LEFT INTENTIONALLY BLANK**

**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered

in the presence of:

**CITY OF STAMFORD**

\_\_\_\_\_  
Beverly A. Aveni  
Purchasing Agent

Date: \_\_\_\_\_

By \_\_\_\_\_  
David R. Martin  
Mayor

Date: \_\_\_\_\_

**THE CONTRACTOR**

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to Form:

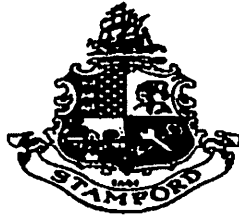
Approved as to Insurance:

\_\_\_\_\_  
C. Dellaselva  
Asst. Corp. Counsel

Date: \_\_\_\_\_

\_\_\_\_\_  
A. M. Mones  
Risk Manager

Date: \_\_\_\_\_



# **THE CITY OF STAMFORD**

## **REQUEST FOR PROPOSALS No. 711**

### **SOUTH END NEIGHBOURHOOD & HISTORIC PRESERVATION PLAN, PHASE 1**

## **Introduction**

The City of Stamford, Connecticut Purchasing Department, on behalf of the Land Use Bureau, is requesting proposals from qualified firms to develop the South End Neighborhood and Historic Preservation Plan (SENHPP). This Plan will serve as an Action and Implementation Plan for the City to actively address the potential economic, environmental and social equity impacts to Stamford's South End, a formerly primarily industrial area that has seen rapid redevelopment that will continue in the foreseeable future, through targeted regulatory changes, strategic infrastructure investments, and other tools.

## **Issuing Office**

This RFP is being issued by the Purchasing Department of the City of Stamford on behalf of the Land Use Bureau, hereinafter referred to as the "City." The issuing officer is the Purchasing Agent or her designee.

## **Inquiries**

All technical inquiries regarding this RFP must be in writing and must be addressed to:

Ralph Blessing  
Land Use Bureau Chief  
Land Use Bureau  
City of Stamford  
Government Center  
888 Washington Boulevard  
Stamford, CT 06901  
203-977-4714  
[rblessing@stamfordct.gov](mailto:rblessing@stamfordct.gov)

The deadline for submitting questions related to this RFP is Thursday, February 16, 2017. Responses to all questions will be furnished through a formal addendum following the closing date listed herein.

## **Incurring Cost**

The City of Stamford will not be held responsible for any costs incurred by the proposer for work performed in preparation and production of a proposal or for any work performed prior to the issuance of a contract.

## **Rejection/Acceptance of Proposals**

The City of Stamford reserves the right to refuse for any reason deemed to be in the City's best interest any and/or all proposals submitted under this RFP.

This RFP is not an offer to contract. Acceptance of a proposal neither commits the City of Stamford to award a contract with any firm, even if all requirements in this RFP are met, nor limits its right to negotiate in the best interest of the City of Stamford. The City of Stamford reserves the right to contract with any firm for any reason.

## **Addenda to RFP**

Amendments to this RFP may be necessary prior to the closing date and will be furnished to all prospective proposers. Failure to acknowledge receipt of amendments in accordance with the instructions contained in the amendment may result in the proposal not being considered.

## **Submission of Proposals**

Each proposer must submit one (1) original and nine (9) copies of the proposal, along with two (2) electronic versions (USB drives), in a sealed envelope bearing on the outside the name of the firm, full address, name of the project for which the proposal is submitted and the date and time the proposal is due to:

Beverly Aveni  
Purchasing Agent  
City of Stamford  
Purchasing Department  
888 Washington Boulevard  
Stamford, CT 06901  
Attn: South End Neighborhood &  
Historic Preservation Plan, Phase I

These proposals must be received by the City no later than Thursday, March 2, 2017, at 4:00 p.m. Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned to the proposer. Neither faxed nor emailed RFP responses will be accepted as qualified RFP submission.

**PLEASE NOTE THAT A MANDATORY PRE-PROPOSAL MEETING IS SCHEDULED FOR THURSDAY, FEBRUARY 9, 2017, AT 1:30 P.M., IN THE DEMOCRATIC CAUCUS ROOM, 4<sup>TH</sup> FLOOR OF THE GOVERNMENT CENTER, 888 WASHINGTON BOULEVARD.**

## **Proprietary Information**

The City of Stamford will not disclose any portion of the proposals except to members of the proposal evaluation team prior to contract award. The City of Stamford retains the right to disclose the name of the successful proposer, the financial considerations and any other information in the proposal that is pertinent to the selection of the proposer.

## **Independent Project Cost Determination and Gratuities**

By submission of a proposal, the proposer certifies that in connection with its procurement:

The financial data in this offer has been arrived at independently, without consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other proposer or competitor.

The financial data quoted in this offer will not change for a period of one hundred twenty (120) days after the receipt date at the City of Stamford of this offer.

Unless otherwise required by law, the financial data which has been quoted in this offer have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to award, directly or indirectly to any other proposer or to any competitor.

No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

No elected official or appointed official or employee of the City of Stamford shall benefit financially or materially from this contract.

#### **Prime Contractor Responsibility**

Vendors submitting proposals to this RFP may not utilize the service of subcontractors without the prior written approval of the City of Stamford.

#### **Availability of Funds**

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

#### **Termination for Default or for the Convenience of the Contracting Agency**

Performance under any contract resulting from this RFP may be terminated by the City of Stamford whenever:

The contractor shall default in the performance of his/her contract and shall default within the period specified by the contracting officer in a notice specifying default; or

The contracting officer shall determine that termination is in the best interest of the Land Use Bureau or the City of Stamford.

Termination will be effected by delivery to the contractor of a notice to terminate, stating the date upon which the termination becomes effective.

#### **Ambiguity in the Request for Proposals (RFP)**

Prior to submitting the proposal, the contractor is responsible to bring to the City's attention any ambiguity in this RFP. Failure to do so shall result in the contractor forfeiting any claim for adjustment based on such ambiguity as should have been noted by a prudent contractor.

In the event of any ambiguity between the City's RFP and the proposer's proposal, then whatever shall be more favorable to the City of Stamford as determined in the sole discretion of the City shall prevail and take precedence.

#### **Ownership Information**

The City of Stamford shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information developed, derived, documented or furnished by the proposer under any contract resulting from this RFP.

In the event of contract award, all data collected and other documentation produced as part of the contract will become the exclusive property of the City of Stamford and may not be copied or removed by any employee of the proposer without written permission of the City of Stamford.

News releases, articles, brochures, prepared speeches and other information releases developed under this contract agreement or any subsequent contract or activity related thereto may not be made without the prior written approval of the City of Stamford.

### **Negotiated Changes**

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

### **Contract Agreement**

The selected proposer will be required to agree to and sign a formal written contract agreement between the City of Stamford and the proposer prepared by the Law Department of the City of Stamford.

### **Insurance Requirements**

The selected proposer, upon the signing of the formal contract, will be required to deliver an insurance certificate in amounts, companies and terms acceptable to the Risk Manager of the City of Stamford. See attached insurance requirements.

### **Competition Intended**

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

### **Tax Exempt**

The City of Stamford is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in the bid price.



## **Scope of Services**

### **A. PROJECT OVERVIEW**

#### **1. Purpose**

The City of Stamford Land Use Bureau is soliciting proposals to develop the South End Neighborhood and Historic Preservation Plan (SENHPP). This Plan will serve as an ***Action and Implementation Plan*** for the City to actively address the potential economic, environmental and social equity impacts to Stamford's South End, a formerly primarily industrial area that has seen rapid redevelopment that will continue in the foreseeable future, through targeted regulatory changes, strategic infrastructure investments, and other tools.

The Plan should include:

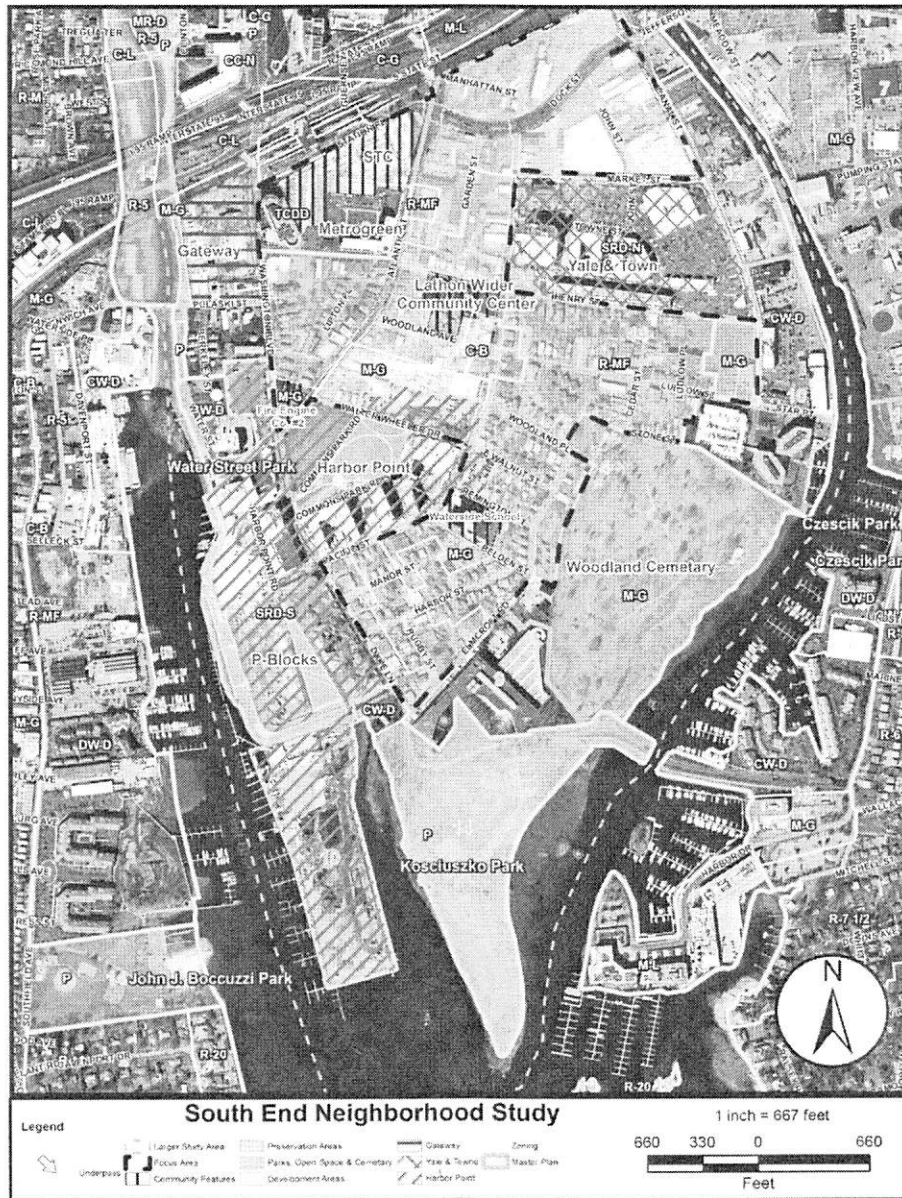
- An inventory of the area's built environment, including housing, community facilities, businesses, transportation and connectivity, historic and open space resources, and vacant and underutilized land.
- Overview of the area's socio-economic conditions and analysis of the residents' needs.
- Develop, with input from the City, the public and other stakeholders, a desirable development scenario that:
  - Fosters excellence in urban design, sustainability and resiliency.
  - Safeguards housing affordability and increases economic opportunity for current and future residents.
  - Provides local retail, services and community facilities to local residents.
  - Improves access of South End residents to Downtown Stamford and the Stamford Transportation Center in particular through transit and other alternative modes of transportation.
  - Enhances access to the area's open space and waterfront resources for area residents but also Stamford as a whole.
  - Aligns with the City's Master Plan and plans for other areas, such as the Stamford Transportation Center and Downtown.
  - Preserves the area's historic resources.
- Based on the desirable development scenario, develop a comprehensive implementation strategy and timeline that should at least include:
  - Proposals for zoning changes and urban design guidelines.
  - Traffic and transportation guidelines.
  - Tools for maintaining housing affordability and enhance economic and educational opportunities.
  - Tools for historic preservation.
  - A capital investment plan that lays out means for financing these investments, such as grants and public private partnerships.

#### **2. Study Area**

Stamford's South End is a peninsula bounded by the Stamford Harbor on the west, east and south, Interstate 95 and the Stamford Transportation Center on the north. Major corridors in this neighborhood include Washington Boulevard, Atlantic Street, Pacific Street, Market Street, Henry Street and the Stamford Urban Transitway. While the planning effort should

include the South End as a whole particular attention should be paid to the area bounded by Washington Boulevard, Atlantic Street, Walter Wheeler Drive, Pacific Street, Dyke Lane, Elmcroft Road, Stone Street, Canal Street, Henry Street, Pacific Street, Market Street, and North State Street, which contains large parcels for potential redevelopment, and the existing residential neighborhood including the historic district.

The connections between Downtown and the South End, Washington Boulevard, Atlantic Street and Canal Street, as well as the connection to the future Mill River Greenway should also be areas of focus (see map and picture).





### 3. Background

#### a. Planning History

The South End is, along with Downtown, one of the two most studied neighborhoods in Stamford over the last 40 years.

The reasons for this have been the needs of the traditionally working class residents that faced social, economic and race related issues, and the loss of the industrial employers in the area over the last few decades. Beginning with the Recommended Policy Plan for the City of Stamford, Connecticut, the South Side Neighborhood Plan 1977, which identified the South End neighborhood as where the “heaviest concentrations of industrial development, accruing to three-fifths

of all such development in the city”<sup>1</sup> along with the “highest proportion of minority families for any District in the city, characterized by a very high proportion of families below the poverty level and a low level of educational attainment”<sup>2</sup>, consecutive planning efforts addressed the longstanding problems in the area. While many of the South End’s problems have been addressed based on the recommendations of these plans such as the Stamford Urban Transitway, which was earlier called the Dock Street Connector, the redevelopment of the Yale and Towne factories for residential and retail use, and the addition of neighborhood retail such as grocery stores and restaurants, some of the issues persist. In addition, new challenges such as the influx of more affluent residents have arisen that need to be addressed.

#### b. South End Neighborhood Assets

Planning efforts for the South End can rely on a number of assets to actively address the potential economic, environmental and social equity issues the area is facing in the next five years.

<sup>1</sup> 1977 South Side Neighborhood Plan, 34.

<sup>2</sup> 1977 South Side Neighborhood Plan, 36.

## **Stamford Transportation Center (STC)**

Most of the South End is within walking distance of the Stamford Transit Center (STC), the busiest Metro North station outside of New York City with excellent access to destinations all across the region. The STC provides a prime opportunity for transit-oriented, mixed-use and mixed-income development that can transform the South End into a vibrant, sustainable neighborhood that can, together with Downtown, form the vital core of the city.

## **Historic District**

The South End Historic District with structures dating between 1870 and 1930, that include examples of Italianate, Second Empire, Victorian Gothic, Queen Anne, and Colonial Revival architecture, was added to the National Register of Historic Places in 1986 and comprises most of the older residential areas in the neighborhood. It can become an important element in preserving and enhancing the neighborhood character and quality-of-life. The Historic District has also for a long time been a source for affordable housing for low income minority households which needs to be protected.

## **Recent Redevelopment**

With the closure or downsizing of large industrial employers, such as Northeast Utilities (former HELCO), Pitney Bowes, and the Heyman Properties, large areas of the South End became available for redevelopment. In the mid-2000s, the Antares and The Strand/BRC Group purchased over 80 acres almost exclusively industrial properties along the southwest portion of the South End, which includes the 14-acre peninsula where Brewer's Yacht Haven/Boatyard was operating, and the Yale & Towne site. Shortly after, mostly residential development and significant private and public investment began and the General Development Plans that were finally adopted will include over 4,000 new residential units along with over 15 acres of public parklands, and public access to the water. Over the last fifteen years, the South End has emerged as a unique and ever changing vital neighborhood, due in large part to its relationship with the Stamford Transportation Center and its connections to the waterfront and Downtown.

## **Waterfront Access and Open Space**

Increasing public access to the waterfront and open space has been a constant theme throughout the multiple studies and plans over the last 40 years. The Harbor Point development provides two new parks and access to the west branch of Stamford Harbor, and plans and policies are in effect to create a continuous pedestrian walkway that will eventually connect Mill River Park with Kosciuszko Park and will follow the coastline up along the East Branch of the Harbor back to Downtown.

## **Antiques Row**

Some older buildings located between Canal Street to the east and John Street to the west, from Market Street to the south and Dock Street to the north have for a long time been known as Antiques Row providing a retail environment and product range unique in Stamford.

### **c. Challenges and Issues**

#### **Needs of current population outside the redevelopment areas**

The population outside of the redevelopment area, most of them minorities, have long suffered from high unemployment and poverty rates and associated problems such as low educational attainment and opportunity and crime that the Plan will need to address.

#### **Displacement pressures**

In the South End, there continues to be a “growing affordability gap between the supply of housing and the demand for housing,” which is why the 2015 Master Plan emphasized the need to balance new development and neighborhood preservation in the South End<sup>3</sup>. This affordability gap is driven by several broad trends [which are still relevant today] including the fact that home sale prices have grown as fast or faster than household earnings, that rents in newer apartment developments are well out of reach of most low and moderate income households, and that the limited inventory of affordable market-rate apartments and condos coupled with the inventory of assisted housing units is inadequate to meet the demand for affordable housing. While the City has a requirement to make 10 percent of new housing units affordable, tools and policies need to be developed to address displacement of current residents.

Displacement pressures not only affect residents but also commercial uses in the area. “Antiques Row,” for example, experiences redevelopment pressures to be replaced by more lucrative office and residential uses.

#### **Connectivity to Downtown**

Connectivity of the South End to the rest of the City, and in particular Downtown, is a challenge. I-95 and the railroad tracks create a stark physical barrier with only three locations to cross under (Washington Boulevard, Atlantic Street and Canal Street). While the existing free trolley service connecting Downtown, the Stamford Transportation Center, and South End only capture a fraction of the need, additional solutions are required in this planning effort.

#### **Zoning & Land Use**

Even though the 2015 Master Plan identified most of the South End as Category 9-Urban Mixed-Use, much of the South End, and in particular the sites available for redevelopment, is still zoned for manufacturing. There is currently no zoning or other development tools in place that could guide the development in these areas or would allow for swift development under as-of-right regulations.

#### **Historic Preservation**

The preservation of the existing historic residential areas is “One of the key land use challenges that the South End will face in the next 10 years”<sup>4</sup> in light of mounting development pressures. The City’s landmark preservation framework does currently have limited tools to protect historic structures and to allow for their restoration. However, the City Charter has established the Historic Preservation Advisory Commission (HPAC)

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<sup>3</sup> 2015 Master Plan, 117.

<sup>4</sup> 2015 Master Plan, 39.

to advise City Boards on historically significant opportunities that arise, as well as other active volunteer organizations that focus on historic preservation such as Historic Neighborhoods Preservation Program (HNPP), which has conducted historic preservation surveys and updated them for the City.

### **Sustainability and Resiliency**

Large scale redevelopment close to an existing, excellent railroad infrastructure allows for comprehensive planning of the area based on sustainability principles and practices such as energy and water efficiency, use of renewable energies, waste reduction and recycling, focus on transit and alternate modes of transportation. The current array of zoning and other land use tools allows only for limited implementation of these principles. The location of the area on the City's shoreline makes resiliency an imperative for all future development in the area.

## **B. REQUIRED ELEMENTS IN RESPONSE TO THIS RFP**

**The South End Neighborhood and Historic Preservation Plan, Phase I [The Final Scope will be negotiated based on the creative approach that the consultant (team) submits]**

The City of Stamford expects to make available \$150,000 for consultant services to produce The South End Neighborhood and Historic Preservation Plan. The successful proposal to meet the goals outlined above will provide a creative approach and will include at least the following elements:

### **1. Public Involvement**

- a. *Establish a Study Steering Committee.* A minimum of five meetings with the Steering Committee, which will be composed of local stakeholders, City, State and Regional officials including at least one member of Stamford's Historic Preservation Advisory Committee (HPAC), and other advocacy groups, including at least one representative of the Historic Neighborhoods Preservation Program (HNPP). Hold periodic meetings to guide the City throughout the study process (proposal must include the number of meetings that you anticipate are needed to produce this plan). The purpose of the Steering Committee is to review and provide input and expertise to the City staff in the development of this study.
- b. *Public meetings.* Propose the number of meetings to give the public an opportunity to provide input to the consultant (team), as well as to review and comment on the draft and final plan.
- c. *Stakeholder Interviews.* Extensive interviews with all key stakeholders to ascertain their goals and, if possible, incorporate their goals and visions in the plan – the Land Use Bureau will assist in identifying the key stakeholders.

- d. *Social Media*. Extensive use of various channels of social media to achieve a wide range of public engagement.
- e. Other Elements, as identified by the respondent.

## **2. Existing Conditions Inventory**

- a. *Demographic data and analysis*. In particular, for long-time residents with a focus on potential needs regarding employment, education, health, affordable housing and services.
- b. *Land Use*. Inventory of existing land uses, zoning and ownership.
- c. *Existing plans and policies*. Conduct a plan review and literature search of all active development and plans, including the Master Plan, strategies for Downtown, Mill River Park, and the STC.
- d. *Transportation*. Provide information on transportation corridor capacity related commitments (e.g., proposed bridge widenings and Atlantic Street widening), traffic analysis including transit, bikers and pedestrians, parking, and connectivity issues to the STC and Downtown along the main corridors of Washington Boulevard, Atlantic Street, and Canal Street.
- e. *Historic Preservation*. Assess the most up-to-date surveys of existing historic structures and view sheds in the South End and the loss of historic structures since creation of the Historic District.
- f. *Open Space and Community Facilities*. Inventory and usage of existing and proposed open space such as Kosciusko Park, the Waterfront Greenway, Woodland Cemetery, Mill River Park, and neighborhood parks.
- g. *Other issues* such as sustainability, urban design and resiliency as the areas are partially located in the flood plain and hurricane evacuation zone.

## **Recommendations**

Based on the analysis of existing conditions, and with input from the City, the public, and other stakeholders, develop a comprehensive vision for the South End that should incorporate at least the following elements:

- a. *Land Use Plan*. Detailed recommendations for Master Plan (if necessary) and Zoning changes as well as urban design guidelines for redevelopment areas and the public realm, and land use strategies to support historic preservation, such as Transfer of Development Rights (TDR).
- b. *Community Plan*. Develop a detailed toolbox to ensure long term housing affordability and address community needs with regard to employment, education, health, and other services.

- c. *Transportation Plan.* Strategies to improve traffic, transit access, walkability, bikeability, traffic safety, connectivity to Downtown, the STC and open space resources including the waterfront, and the “right” amount of parking and strategies to incorporate the salvaged historic brownstone from the Atlantic Street Metro North Rail Bridge.
- d. *Historic Preservation Plan.* In addition to zoning strategies, develop legal and financial tools to protect and restore historic structures and neighborhoods and view sheds.
- e. *Other recommendations.* Strategies that can support and enhance the recommendations above, such as sustainability and resiliency strategies, or a place management agency to coordinate the development efforts.

## **2. Timeframe**

All deliverables are expected to be provided to the City of Stamford Land Use Bureau by the successful team 12 months after the award of the contract.

## **3. Deliverables**

The successful proposer shall provide the following deliverables to the City of Stamford Land Use Bureau for their exclusive use:

- Quarterly for the duration of the project: written reports about the current status of the project, and progress made, including public engagement.
- For the first quarterly report this should include a detailed scope of work and work program.
- The project website should be up and running no later than 3 months after the start date of the project.

At the end of the project: A detailed report including maps, graphics, illustrations tables and other supporting material in electronic format, as well as 50 hardcopies; all raw data collected as part of this project, be it in tabular or other form (e.g., shapefiles, field notes).

## **4. Budget**

The budget for this project is \$150,000.00.



## C. EXPERIENCE AND QUALIFICATIONS OF THE CONSULTANT

This RFP solicits proposals from consultants or consultant teams regarding how to obtain the best results while utilizing their assistance in an effective community outreach program, and their technical skills in planning, historic preservation analysis, land use and transportation modeling, and urban graphics.

The seven types of experience required are as follows:

1. *Historic Preservation in relation to Transportation Improvements.* This element includes knowledge of both State of Connecticut Department of Transportation (CTDOT), Connecticut Housing Finance Authority (CHFA), and State of Connecticut Historic Preservation Office (CTSHPO) procedures.
2. *Community Outreach.* This element includes experience in: (1) identification of stakeholders; (2) developing and testing appropriate methods to obtain stakeholder participation; (3) developing other formats in which to obtain needed data; (4) serving as a neutral facilitator and team builder; (5) assisting with media relations; and (6) effective use of internet and social media to enhance public participation and engagement of the public and younger residents.
3. *"Vision Quests."* This element includes experience in: (1) working with the community in order to articulate community goals and future direction; (2) developing alternative scenarios in order to enable affected parties to understand the implications of different alternatives for the community; and (3) validation of the elements of the draft South Side Neighborhood Plan through the visioning process.
4. *Technical Planning Assistance.* This element includes experience in: (1) producing a vision-oriented South Side Neighborhood and Historic Preservation Plan while working as a team with City staff; (2) projecting community costs and benefits associated with alternative scenarios for its various elements; (3) utilizing the latest modeling techniques to develop a technically sound transportation and land use element; (4) developing workable solutions to environmental mitigation issues; and (5) developing acceptable capital improvement and other implementation tools that will guide the City in its long-term decision process.
5. *Urban Graphics Capabilities.* This element includes experience in using GIS and other appropriate computer assisted techniques to meet the following objectives: (1) expressing complex ideas and alternative scenarios in visual form for use in presentations and reports; (2) developing graphics to assist in adopting a Community Vision; and (3) presenting the various elements of the South End Neighborhood and Historic Preservation Plan.
6. *Flexibility.* Within a collaborative process there are many times when consultant assistance is vital to the success of the whole project, and it is not possible to plan for these situations at the time of negotiating the Scope of Work. Therefore, the successful consultant (team) will demonstrate that they are willing and able to adapt (within reason) to potential changes that may occur.

7. *Creativity.* The key skill that the City seeks in selecting consultant assistance is that the proposals be creative. The City is not looking for a “cookie-cutter” approach to updating the South End Neighborhood Plan, but rather for fresh and effective methods to use in developing a Community Vision-oriented South End Neighborhood and Historic Preservation Plan.

#### **D. CONSULTANT SELECTION PROCESS**

To be considered an eligible proposer, the consultant (or team) must submit to the City of Stamford the following materials:

1. A statement of interest and qualifications to perform the services as described in the proposal. This statement must clearly identify the relevant work experience that would produce an understanding of the technical planning issues and permit satisfactory completion of all tasks described in this RFP.
2. A creative description of the proposed approach to be taken in providing the services and products called for in this RFP – the selection committee is especially looking for recommendations on how the City can best meet its goals for this study given the limits of the currently available funds [\$150,000.00], and importantly, a discussion of what tasks would be added if additional funds were to become available.
3. A list of all professional personnel to be involved in the project, including their position on the project, their primary responsibilities, and a brief description of their relevant experience. The people listed in this material must be available and be the people who will do the work. This is especially important for the senior-level professional planners.
4. Three references - including phone numbers - for all project personnel. References must be able to discuss the individual’s experience with similar projects completed within the past 5 years or current ongoing work.
5. A project budget broken into three parts:
  - a. An overall project budget detailing overall cost allocations, reflecting expenditures as follows:

Professional Services [Hourly Rate]	\$
Direct Expenses (auto, postage, etc.)	\$
Other (explain)	\$
5. Brochures and other exhibits may be included as a separate Addendum to the proposal.

## **E. CRITERIA FOR CONSULTANT SELECTION**

Qualifications will be reviewed using the following criteria. The consultants (or team) must demonstrate:

1. A clear understanding of this project's scope, goals and process, as well as a creative approach to the RFP.
2. Familiarity and experience with major land use, zoning, and transportation projects, as well as collaborative decision-making among stakeholder groups.
3. A demonstrated ability to do a wide range of tasks, including zoning, land use and transportation planning, community outreach, economic development, and other tasks identified within the RFP.
4. The successful consultant (team) must be available for both regular daytime meetings and evening meetings, with evidence of flexibility to meet the needs of the RFP that may change once the City's needs are better identified. It is impossible for the City to plan for every possible situation; therefore, the consultant team must be flexible enough to deal with situations as they occur.
5. Evidence of capacity to do the work within the RFP while maintaining a quality process and product.
6. Evidence of timely and successful performance in similar projects, including references from employers of similar projects.
7. Evidence that qualified personnel will be assigned to work on the various elements of the project.
8. Completion of all proposal requirements as stated above.
9. Competitiveness of proposal fees in comparison to other proposals for this Plan.

Vendors may be asked to present their proposals to a selection committee and/or to respond to questions. Based on the information provided in the proposal and any additional information presented, a final selection will be made.

The City of Stamford reserves the right to reject any and/or all proposals submitted, to request information from any vendor and to negotiate with any of the vendors regarding the terms of the engagement. The City of Stamford intends to select the vendor that, in its opinion, best meets the City's needs, not necessarily the vendor that proposes the lowest fees.

**City of Stamford**  
**Insurance Requirements for RFP**  
**South End Neighborhood & Historic Preservation Plan, Phase I**

The Vendor shall maintain throughout the entire term of its Agreement with the City of Stamford the following insurance coverages:

1. ***Comprehensive General liability*** insurance, which provides coverage for operations liability, completed operations and products liability, contractual liability and personal injury and advertising liability:
  - Must be written on an occurrence basis;
  - Completed operations and products liability insurance must be maintained for a period of not less than three (3) years following completion of the contract;
  - Contractual liability must insure any indemnities contained in the contract;
  - Limits of liability not less than \$1 million combined single limit per occurrence for bodily injury and property damage and \$2 million in the aggregate.
2. ***Comprehensive automobile liability***, which provides coverage for liabilities arising out of the ownership, operation and maintenance of motor vehicles.
  - City of Stamford and its employees, agents and officers to be designated as additional insureds;
  - Coverage shall apply to all owned, non-owned and leased (rental) vehicles;
  - Limits of liability not less than \$1 million combined single limit per occurrence for bodily injury and property damage and \$1 million in the aggregate.
3. ***Workers' compensation*** coverage, which complies with statutes and regulations of the State of Connecticut.
4. ***Employer's liability*** insurance, with minimum limits of liability of \$100,000 each accident, \$100,000 disease, each employee and \$100,000 disease policy limit.
5. ***Professional liability*** insurance, which covers the services of the Vendor as defined in this RFP. Minimum limit of liability is \$1,000,000.

**Additional Requirements:**

- Any insurance underwritten on a claims made as opposed to an occurrence basis shall contain retro-active date of the date the contract is executed or

commencement of services, whichever is earlier and an extended reporting period of not less than three (3) years following termination of the contract or completion of the services provided hereunder, whichever is later.

- The City of Stamford and its employees, agents and officers shall be designated as additional insureds under the general liability and automobile liability insurance.
- All insurance required hereunder shall contain thirty days (30) prior written notice to the Risk Manager of the City of Stamford in the event of cancellation, termination or material change in any terms and conditions of the insurance required hereunder.
- The Vendor agrees to waive any claim, right of claim against the City of Stamford, which is or may be insured under any of the insurance policies required hereunder. All insurance required hereunder shall contain waivers of subrogation in favor of the City of Stamford and its employees, agents and officers and shall be primary without any right of contribution from any insurance maintained by or on behalf of the City of Stamford.
- The Vendor shall provide certificates of insurance, which evidence the insurance required hereunder.
- All insurance coverage required to be maintained by the Vendor shall be primary insurance, not excess or contributory, to any insurance maintained by or on behalf of the City of Stamford.
- Maintenance of insurance by the Vendor shall not serve to limit in any way the liability of the Vendor arising out of any services provided under this Agreement.

ADDRESS		CERTIFICATE OF INSURANCE				
<b>PRODUCER</b> Full Name of Insurance Agency Street Address City, State Zip Code Telephone Number / Facsimile Number		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
		<b>COMPANIES AFFORDING COVERAGE</b>				
<b>INSURED</b> Name of Named Insured Street Address City, State Zip Code Telephone Number / Facsimile Number		<b>COMPANY A</b> Name of Insurance Company				
		<b>COMPANY B</b> Name of Insurance Company				
		<b>COMPANY C</b> Name of Insurance Company				
<b>COVERAGES</b>						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
<b>A</b>	<b>GENERAL LIABILITY (FOREIGN)</b>	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	GENERAL AGGREGATE	\$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$1,000,000
	<input type="checkbox"/> OWNER'S & CONT PROT Contractual Liability, Broad form property damage, XCU				EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/>				FIRE DAMAGE (Any one fire)	\$100,000
	<input type="checkbox"/>				MED EXP (Any one person)	\$10,000
	<input type="checkbox"/>					
<b>B</b>	<b>AUTOMOBILE LIABILITY</b>	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	COMBINED SINGLE LIMIT	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per Person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per Accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS					
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	<input type="checkbox"/>				PROPERTY DAMAGE	\$
	<b>GARAGE LIABILITY</b>				AUTO ONLY EACH ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY	
	<input type="checkbox"/>				EACH ACCIDENT	\$
	<input type="checkbox"/>				AGGREGATE	\$
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
	<input type="checkbox"/>					
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	<input checked="" type="checkbox"/> STATUTORY LIMITS	\$
	<b>EMPLOYERS' LIABILITY</b>				EACH ACCIDENT	\$100,000
	<input type="checkbox"/> THE PROPRIETOR/PARTNERS/ EXECUTIVE OFFICERS ARE <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL				DISEASE - POLICY LIMIT	\$100,000
	<input type="checkbox"/>				DISEASE EACH EMPLOYEE	\$100,000
<b>C</b>	<b>Professional Liability</b>	XXXXXXXXXX	XX/XX/XX	XX/XX/XX		\$1,000,000
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:</b>						
City of Stamford and its employees, agents and officers designated as additional insureds under commercial general liability, and automobile liability. All insurance maintained by Named insured shall be primary, not excess or concurrent, to any insurance maintained by or on behalf of City of Stamford. Waivers of subrogation apply to the City of Stamford and its employees, agents and officers.						
<b>CERTIFICATE HOLDER</b>			<b>CANCELLATION</b>			
Risk Manager City of Stamford 888 Washington Boulevard Stamford, CT 06904			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, INSURANCE COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			