Erik J. Larson, Purchasing Agent

elarson@stamfordct.gov

Request for Proposal No. 859 Title Integrated Land Records and Vital Statistics Recording System Date Issued February 10, 2022 Issued on behalf of Town Clerk's Office Proposals Due March 10, 2022 @ 4:00 P.M. **Submit Responses** Online via ProcureWare at https://stamfordct.procureware.com Name saved file as Proposer Name Response to Stamford RFP No. XXX Deadline for questions 10 working days before the due date Lyda Ruijter, Town and City Clerk, Contact for Technical Questions/Project lruijter@stamfordct.gov Manager

CITY OF STAMFORD PURCHASING DEPARTMENT

Introduction

Ouestions

Mandatory

Contact for Purchasing

Pre-Proposal Meeting

The City of Stamford, Connecticut is requesting proposals from qualified vendors to procure a Land Records and Vital Statistics Recoding System (LRVS). The Town Clerk's Office (TC) is focused on improving the state of the art technology for recording all tasks of the TC's office in accordance with State Statutes, the needs of the city government and the needs of the community. The software in the TC's office must be able to handle the tasks of the TC's office and anticipate the need for continued integration and interfacing.

N/A

The full scope of work is described in the scope/specifications and drawings appended hereto.

INTERNET USAGE ACKNOWLEDGEMENT

<u>Caution</u>: The competitive bid/proposal process requires 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."

RFQ/RFP SUBMISSION REQUIREMENTS

The Purchasing Department requests that you identify clearly your fee proposal sheet(s), as well as your bid bond pages if applicable.

Bids/Proposals must be received 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.

The following documents should be returned with your RFQ/RFP:

| Contractor's Statement |
|--|
| Non-Collusion Affidavit |
| City of Stamford State of Connecticut Contractor Verification (in accordance with Public |
| Act 16-67) Compliance Affidavit (For all school projects) |
| A Certificate of Corporate Resolution signed by the Secretary of your firm, authorizing |
| you to execute a contract. |
| Or |
| A Certification as to Contract Signatory for Limited Liability Companies (LLCs) signed |
| by the Secretary of your firm, authorizing you to execute a contract. |
| Proposer's Information and Acknowledgement Form |
| Department of the Treasury Internal Revenue Service Form W-9 |
| Commission on Human Rights and Opportunities Contract Compliance Regulations |
| Notification to Bidders Form |
| http://www.ct.gov/chro/lib/chro/Notification to Bidders.pdf |

The Purchasing Agent reserves the express right, on behalf of the City of Stamford, to waive any/all technical defects, irregularities and omissions if the best interest of the City is served.

Issuing Office

This RFP is being issued by the Purchasing Department of the City of Stamford on behalf of the department identified on the coversheet, hereinafter referred to as the "City." The issuing officer is the Purchasing Agent or designee.

Inquiries

All technical inquiries regarding this RFP must be in writing and must be addressed to the Technical Contact identified on the coversheet. The deadline for submitting questions related to this RFP is 10 working days before the due date. 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 their proposal via ProcureWare by the date and time stated on the cover sheet. Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned to the proposer. Neither mailed, faxed or emailed RFP responses will be accepted as qualified RFP submission.

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.

Key Personnel

Vendors must clearly explain and identify, in detail, the services they provide and identify their qualifications. Vendors must provide a resume indicating their experience.

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. If sub-contractors or partners are planned to be used, this should be clearly explained in the response. The prime contractor will be responsible for the entire contract performance whether or not a sub-contractor or partner is used to perform. All corporate information required in this RFP must be included for each proposed partner or sub-contractor. The proposal must also include copies of any agreements to be executed between the prime contractor and any partners or sub-contractors in the event of contract award. Under this RFP, the City of Stamford retains the right to approve all partners or sub-consultants.

Availability of Funds

The contract award under this RFP is contingent upon the availability of funds to the department identified on the coversheet. 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 Office of Administration/Operations, the Purchasing Department 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.

In the event of termination of this agreement as a result of a breach by the Consultant hereunder, the City shall not be liable for any fees and may, at its sole discretion, award an agreement of the same services to another qualified firm with the best proposal or call for new proposals and award the agreement thereunder.

Ambiguity in the Request for Proposal (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.

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 in a form approved by the City of Stamford's Office of Legal Affairs.

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.

Sample Agreement

A sample agreement follows and is made a part of these conditions. It is an example only. The actual contract submitted for your firm's signature will vary based upon the particulars of the specific bid package. The sample is for illustrative purposes only and the terms of the final contract may differ substantially.

Notification to Bidders (Rev. 9-1-17)

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 is an Affirmative Action/Equal Opportunity Employer/purchaser. Small, Minority, Women and Disadvantaged Business Enterprises are encouraged to respond.

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: (I) 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"(!) 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-68-1 7 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.

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.

AGREEMENT

| THIS AGREEMENT dated the day of,, is by and between the CITY OF STAMFORD (hereinafter the "City"), a municipal corporation organized |
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| and existing pursuant to the laws of the State of Connecticut with a principal place of business located at 888 Washington Boulevard, Stamford, Connecticut, and acting herein by |
| , its duly authorized Mayor, and |
| (hereinafter the "Consultant"), a |
| company with a principal place of business located at |
| , and acting herein by, its duly authorized |
| · |
| <u>WITNESSETH</u> |
| WHEREAS, The City solicited Request for Proposals No for |
| WHEREAS, The Consultant submitted a proposal in response to the City's RFP No; and |
| WHEREAS, The City has accepted the Consultant's proposal pursuant to the terms hereinafter set forth; |
| NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS: |
| 1. INCORPORATION OF RECITALS. The above terms and conditions are contractual in nature and not merely recitals and are hereby incorporated into this Agreement; |
| 2. CONTRACT DOCUMENTS AND SCOPE OF SERVICES. The Contract Documents consist of this Agreement and the following Exhibits that, combined, define the duties, functions, obligations, responsibilities, and tasks of the Scope of Services: |
| Exhibit A – The City's RFP No; and |
| Exhibit B – The Consultant's Proposal; |
| both attached hereto and hereby made a part hereof as if fully set forth herein; |
| 3. NO EXCLUSIVE RIGHT TO WORK. Nothing contained herein shall grant the Consultant an exclusive right to perform the Scope of Services. The City may enter into similar agreements with other Consultants at its sole discretion on an as-needed basis; |
| 4. DAYS/HOURS OF OPERATION. The Consultant shall, as directed by the City's |
| , provide the Scope of Services for () hours per |
| and () days per in the City's, during normal hours, and shall always be readily available in person or by |
| telephone for consultation with the City's; |
| 5. COMPENSATION. The Consultant shall be compensated for the Scope of Services at the rate of (\$ |
| installments; |
| 6. TERM. The Term of this Agreement shall commence when signed below by the City's Mayor and terminate() year(s) thereafter. The parties may, by mutual agreement, |

| extend the Term of this Agreement for (), additional years provided that a |
|--|
| other terms of this Agreement remain the same. No such extension shall be for greater than |
| () year(s) and, under no circumstances, shall the entire Term of this Agreement |
| including any extension years, exceed () years; |
| |
| or |
| COMMENCEMENT AND COMPLETION OF WORK. The Consultant shall commence the |
| Scope of Services upon the execution of this Agreement by both parties and shall complete sail |
| services in a timely, efficient and diligent manner (certain time to complete? Any milestor |
| dates?); |
| ,, |
| 7. CONSULTANT'S REPRESENTATIVE AND KEY PERSONNEL. The following |
| representative of the Consultant is hereby authorized to act on behalf of the Consultant with respec |
| to the Scope of Services and shall have full authority to accept instructions, make decision |
| communicate for and act on behalf of the Consultant at all times. |
| |
| Consultant Representative: |
| Title: |
| In addition to the Consultant's Representative, the following Key Personnel of the Consultant sha |
| be assigned to, participate in and be available to the City for the Scope of Services. |
| or manginess to, posteriores in man or a variable to the only for the good of got visits. |
| Key Personnel: |
| Title: |
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| |
| Title: |
| |

Neither the Consultant's Representative nor the Key Personnel shall be replaced by the Consultant without fifteen (15) days prior written consent of the City;

- **8. REPRESENTATIONS.** The Consultant represents that it is qualified in relation to the Scope of Services and further represents that it has the requisite skill, expertise, and knowledge necessary to perform the Scope of Services, including any supplementary services. The Consultant hereby acknowledges that the City has relied upon said representations in entering into this Agreement;
- **9.** CAPACITY/INDEPENDENT CONTRACTOR. Consultant is acting as an independent contractor and is not an employee of the City. This Agreement is for services only and does not create a partnership or joint venture between the Consultant and the City. The City shall not be required to pay, or make any contribution to, any social security, local, state of federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term of this Agreement. The Consultant is responsible for paying, and complying with reporting requirements for, all state, local, and federal taxes related to payments made to the Consultant under this Agreement;
- <u>10. INDEMNIFICATION.</u> The Consultant shall indemnify, hold harmless and, at the City's option, defend the City, its officers, agents and employees, from third party claims for loss, cost, damage, liability, and/or injury to or death of a person, including the agents and employees of the Consultant, or loss of or damage to property, resulting directly or indirectly from the Consultant's or the Consultant's officers', agents' or employees' negligent performance pursuant to this Agreement, or by any negligent omission to perform some duty imposed by law or this Agreement

upon the Consultant, its officers, agents and employees. The foregoing indemnity shall include reasonable attorneys' fees and costs of suit, if applicable, shall not be limited by reason of any insurance coverage required pursuant to this Agreement, and shall survive the termination of this Agreement;

- 11. INSURANCE. The Consultant shall procure, at its sole expense, and maintain for the entire Term of this Agreement, including any extensions, insurance coverages as set forth in the City of Stamford Insurance Requirements included in the City's Request for Proposals No. _____ attached hereto as Exhibit A;
- <u>12. LIMITATION OF LIABILITY.</u> The Consultant's sole remedy for City delays shall be an extension of time to complete the Scope of Services and the Consultant hereby waives any claims for consequential damages, including, but not limited to, principal office expense, loss of financing, reputation and/or lost profit;
- **13. ASSIGNMENT.** The Consultant shall not assign or transfer any portion of the Scope of Services without the prior written approval of the City;

14. SUBCONTRACTING/SUBCONSULTING. Aside from those

subconsultants/subcontractors disclosed in the Consultant's Proposal, attached hereto as Exhibit B, the Consultant is prohibited from further subconsulting/subcontracting the Scope of Services or any part of it unless the City first approves such subconsulting/subcontracting in writing and approves, in writing, of the specific subconsultant(s)/subcontractor(s) the Consultant proposes to be used. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void. Should the City approve of a proposed subconsultant, the Consultant agrees to comply with the City's Code of Ordinances § 103.4;

- **15. REVIEW OF WORK.** The Consultant shall permit the City, its agents and/or employees to review, at any time, all work performed pursuant to the terms of this Agreement at any stage of the work;
- 16. BOOKS AND RECORDS. The Consultant shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of this Agreement, settlement of claims, or any other matter pertaining to the Consultant'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 services performed under this Agreement;
- 17. CONTRACT EXTRAS. Pursuant to the City of Stamford Code of Ordinances, Section 23-18.4 C., it is specifically understood and agreed by the Consultant that all contract extras regarding this Agreement shall be governed by the City of Stamford Charter and/or Code of Ordinances. The City shall not be liable for payment of any additional costs, except as otherwise expressly set forth in this Agreement, unless the provisions of the City of Stamford Charter and/or Code of Ordinances are fully complied with. The City of Stamford Charter and Code of Ordinances can be found at www.municode.com;
- **18. COMPLIANCE WITH CITY OF STAMFORD CODE PROVISIONS.** The Consultant hereby agrees to fully comply, to the extent applicable, with the requirements of the City of Stamford Code of Ordinances, Sections 103-1 through 103-10, regarding consultants in general. Failure to so comply shall constitute a material breach of the terms of this Agreement. The provisions of the City of Stamford Code of Ordinances can be found at www.municode.com;

19. TERMINATION.

A. TERMINATION FOR CAUSE, SANCTIONS AND PENALTIES. If, through any cause, the Consultant shall fail to fulfill, in a timely and proper manner, its obligations under this

Agreement, or if the Consultant shall violate any laws or 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 Consultant 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, photographs, or other material prepared by the Consultant pursuant to its performance under this Agreement shall, at the option of the City, become the City's property. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed up to the effective date of termination. The Consultant shall not be responsible for any claims resulting from the City's use of the documents on another project or changes made to the documents without the Consultant's express written permission;

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

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

Should the City terminate this Agreement for cause, the Consultant shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of this Agreement by the Consultant and the City may withhold any payment to the Consultant for the purposes of setoff until such time as the exact amount of damages due the City from the Consultant is determined. Further, if applicable, the City shall have the right to:

- 1) Complete the Scope of Services, or any part thereof, either by itself or by other consultants, at the expense of the Consultant;
- 2) Purchase the products or services that are the subject of this Agreement elsewhere and hold the Consultant responsible for any increase in cost;
- Pursue any equitable remedy, including, but not limited to, specific performance or injunction; and/or
- 4) Disqualify the Consultant from bidding on, submitting proposals for, or being awarded any City contract for a period not to exceed two (2) years from the date of such termination;
- 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 the services provided. The City shall effect such termination by giving written notice of termination to the Consultant 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 property of the City. If the

Agreement is terminated by the City as provided herein, the Consultant 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 Consultant 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;

20. 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 this Agreement ("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 applicable rules and procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, 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 applicable rules and procedures in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, 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, the Consultant shall continue performance under this Agreement while matters in dispute are being resolved.
- E. CLAIMS FOR DAMAGES. Should either party to this Agreement suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts it 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;
- **21. COMPLIANCE WITH LAWS.** The Consultant shall be responsible for compliance with all applicable federal, state and local laws, rules, regulations, codes, orders, ordinances, charters, statutes, policies and procedures;
- **22. CONFIDENTIALITY.** During and after the Term of this Agreement, the Consultant, including, without limitation, its employees, agents, servants and representatives, shall not directly or indirectly disclose or make available to any person, firm, corporation, association or other entity of any reason or purpose whatsoever, or use or cause to be used in any manner adverse to the interest of the City, any financial, administrative or other confidential business information, except as require by law;
- 23. SETOFF OF PROPERTY TAXES OWED TO THE CITY OF STAMFORD. Pursuant to the City of Stamford Code of Ordinances Section 23-18.4.1 and Section 12-146b of the Connecticut General Statutes, as amended, the Consultant hereby acknowledges that the City shall have the right to set-off or withhold any payment, or portion thereof, due to the Consultant pursuant to this Agreement if any taxes levied by the City of Stamford against any property, both real and personal, owned by the Consultant are delinquent and have been so delinquent for a period of not less than one year. Any amount withheld from the Consultant pursuant to this section shall be applied to the Consultant's delinquent taxes, provided, however, that no such amount withheld shall exceed the amount of tax, plus penalty, lien fees and interest, outstanding at the time of withholding;
- **24. GIFTS.** During the Term of this Agreement, including any extensions, the Consultant 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 Consultant shall include its members, officers, directors, employees, and owners of more than 5% equity in the Consultant;
- **25. CODE OF ETHICS.** The Consultant is prohibited from using its status as a consultant to the City to derive any interest(s) or benefit(s) from other individuals or organizations and the Consultant shall comply with the prohibitions set forth in the Stamford Municipal Code of Ethics as codified in Chapter 19 of the City of Stamford Code of Ordinances;

- **26. MORALS CLAUSE.** Neither the Consultant, the Consultant's Representatives nor the Consultant's key personnel shall commit any act or do anything which might reasonably be considered: (i) to be immoral, deceptive, scandalous or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect the community and/or the reputation and goodwill associated with the City. If the Consultant, the Consultant's Representative or the Consultant's key personnel is accused of any act involving moral or ethical issues, dishonestly, theft or misappropriation, under any law, or any act which casts an unfavorable light upon its association with the community and/or the City or the Consultant is accused of performing or committing any act which could adversely impact the Consultant's events, programs, services, or reputation, the City shall have the right to terminate this contract upon fifteen (15) days written notice specifying the reason, within which period the Consultant may cure such offense. The determination of whether and to what extent the offense is cured shall be made by the City at its sole discretion;
- **27. NON-APPROPRIATION.** The Consultant acknowledges that the City is a municipal corporation, 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 the Agreement is in effect;
- **28. GOVERNING LAWS.** The parties deem this Agreement to have been made in the City of Stamford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Fairfield, at Stamford, only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court. The Consultant hereby waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding;
- **29. INTERPRETATION.** The Consultant agrees that, in the event of any ambiguity between the terms of this Agreement and any of the incorporated Exhibits, the City, in its sole discretion, shall determine the terms and/or document(s) which shall prevail and take precedence, except for those terms relating to the Scope of Services or Compensation, to which such terms this section shall not apply; and
- <u>30. COUNTERPARTS.</u> This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute but one Agreement. Any signature on a copy of this Agreement or any document necessary or convenient thereto sent by facsimile, PDF or other electronic format shall be binding upon such transmission and the facsimile, PDF or other electronic format copy shall be deemed an original for the purposes of this Agreement.
- <u>31. NON-WAIVER.</u> The failure of the City to insist upon strict performance of any of the terms, conditions or covenants herein shall not be deemed a waiver of any rights or remedies that the City may have; and shall not be deemed a waiver of any subsequent breach or default of the terms, conditions or covenants herein contained. The City reserves the right to require strict compliance therewith at any time, with or without notice, except as may be otherwise required herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

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

| Print: Witness Print: | By:, Mayor Date: |
|---|--------------------------------|
| Witness | CONSULTANT |
| Print: Witness | By: |
| Print: Witness | |
| Approved as to Form: | Approved as to Insurance: |
| Chris Dellaselva Asst. Corp. Counsel | David Villalva Risk Manager |
| Date: | Date: |

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 members: 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% if the common or preferred stock of said holding company. The names and positions of all persons listed hereinabove who are elected or appointed officers or employees of the City of Stamford. Name of Bidder/Proposer: Signature of Bidder/Proposer: Company Name: Address: Indicate if company submitting this proposal is: _____MBE ____WBE ____DBE

Non-Collusion Affidavit

The undersigned, having been duly sworn, affirms and says 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 any 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.

| Name of Proposer: | |
|--|---|
| By: | |
| | |
| Title: | |
| ACKNOWLEDGMENT | |
| STATE OF | <u> </u> |
| COUNTY OF | SS |
| Date: | |
| Personally appeared of the above named firm, and attested that best of his/her knowledge and belief. | the foregoing statements are true and accurate to the |
| | Signature of Notary Public My Commission Expires: |

EFFECTIVE: 2/24/09

<u>City of Stamford</u> <u>State of Connecticut Contractor Verification (in accordance with Public Act 16-67)</u>

Compliance Affidavit

| I, the undersigned, personally and on beha | lf of | , having |
|--|--|--|
| been duly sworn, affirm and say that I hav Act 16-67 Concerning the Disclosure of C Penalties for Threatening in Educational S Summary Process Complaints, and that ne knowledge, is in possession of any information misconduct, or otherwise have knowledge the project identified in RFQ/RFP or Bid S (RFQ become aware of any information indicating a condition, I and/or said Contractor will in Stamford. | Certain Education Settings and the I Setting I nor said C Sation indicating of such a condit S- D/RFP or Bid Number Ing such a finding | nd and am in compliance with Public in Personnel Records, Criminal Exclusion of a Minor's Name from Contractor, to the best or my a finding of abuse or neglect or sexual tion(s) for any employees working on Further, if I or said Contractor er) g, or otherwise gain knowledge of such |
| Contractor Name: | | |
| Street Address: | | |
| City, State, Zip: | | |
| Title of person completing this form: | | |
| Signature: | | |
| Printed Name: | | |
| Date: | | |
| ACKNOWLEDGMENT | | |
| STATE OF | | |
| COUNTY OF | | |
| Date: | _ | |
| Personally appeared of the above named Contractor, and atteste to the best of his/her knowledge and belief | f on behalf of hir | mself and said Contractor. |
| | J | Notary Public |
| | My Commiss | JOH Expires: |

CERTIFICATE OF CORPORATE RESOLUTION RFQ/RFP

| I, | , SECRETA | ARY OF | | | |
|--------------|------------------------|----------|----------------|--------------|------------|
| A CORPORAT | ION EXISTING UNDER TH | HE LAWS | S OF THE STATE | OF | , DO |
| HEREBY CERT | ΓΙFY THAT THE FOLLOW | ING IS A | TRUE COPY OF | F CERTAIN RI | ESOLUTIONS |
| ADOPTED BY | THE BOARD OF DIRECTO | ORS OF S | SAID COMPANY | , AT A MEET | NG THEREOF |
| DULY CALLEI | D AND HELD ON THE | DA | Y OF | | , 20 |
| "RESOLVE | D, THAT THE | | | | |
| OF THE CO | PRPORATION BE AND IS I | HEREBY | AUTHORIZED 7 | TO SIGN | |
| A CONTRA | CT WITH THE CITY OF S | TAMFOI | RD, CONNECTIC | UT FOR | |
| | | | , RI | FP/RFQ No | <u>".</u> |
| | ERTIFY THAT, | | | | |
| AND THE FOR | EGOING RESOLUTION H | AS NOT | BEEN MODIFIE | D OR REPEAL | LED AND IS |
| IN FULL FORC | CE AND EFFECT. | | | | |
| IN WITNESS W | VHEREOF, I HAVE, HEREU | UNTO, S | UBSCRIBED BY | NAME AND A | AFFIXED |
| THE SEAL OF | SAID CORPORATION THI | E | DAY OF | | _, 20 |
| | | | | | |
| | | | | | |
| | | | SECRETARY | | |

CERTIFICATION AS TO CONTRACT SIGNATORY

For Limited Liability Companies (LLCs) (Effective 9/1/2011)

| I, | | a | of | | |
|------|--|--------------|--|------------|----------------------------|
| (r | name of member or manager) | (Memb | er or Manager) | | (name of LLC) |
| | a limited liability company organiafter the "Company"), hereby | | _ | ws of the | e State of Connecticut |
| 1. | that | is ru | n by | | |
| | (name of LLC) | | (Me | embers o | r Managers) |
| 2. | that (name of contact signate | is a _ | | _of | |
| | (name of contact signator | ory) | (Member/Manager) |) | (name of LLC) |
| | and | | | | |
| 3. | that as such | | | | _is not prohibited from or |
| | (name of Member limited by the articles of organ | | who is contract signate binding the LLC. | atory) | |
| IN W | TITNESS HEREOF, the unders | signed has a | affixes his/her signatu | ure this _ | day of |
| | | , 20 | · | | |
| | | | | | |
| ` | Seal) le this L.S. if there is no seal) | | | | |
| | , | | Se | ecretary | (name of Secretary) |

PROPOSER'S INFORMATION AND ACKNOWLEDGEMENT FORM

| RFP No: | | | |
|---|-------------------------|-----|--|
| Date: | | | |
| Proposer's Name: | | | |
| Street Address: | | | |
| City | State | Zip | |
| Business Telephone: | | | |
| Email: | | | |
| DUNS Number: | | | |
| Indicate (Yes/No) if company submitting | g this proposal is: | | |
| MBE | WBE | DBE | |
| (If yes, attach relevant certification) | | | |
| Signature: | Date: | | |
| Printed Name: | | | |
| Title: | | | |
| Addenda Acknowledgement – check and | d note date of addendum | | |
| ☐ Addenda No. 1 | ☐ Addenda No. 2 | | |
| ☐ Addenda No. 3 | ☐ Addenda No. 4 | | |
| ☐ Addenda No. 5 | ☐ Addenda No. 6 | | |
| ☐ Addenda No. 7 | ☐ Addenda No. 8 | | |
| ☐ Addenda No. 9 | ☐ Addenda No. 10 | | |
| ☐ Addenda No. 11 | ☐ Addenda No. 12 | | |



Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

| | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | | | | | |
|---|---|--------------------|-------------------------|---|--|--|
| Print or type. Specific Instructions on page 3. | 2 Business name/disregarded entity name, if different from above | | | | | |
| | | | | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) | | |
| | Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. | | | Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.) | | |
| Spe | Other (see instructions) ► 5 Address (number, street, and apt. or suite no.) See instructions. | Requester's name a | nd address (optional) | | | |
| See | 6 City, state, and ZIP code | | | | | |
| | 7 List account number(s) here (optional) | | | | | |
| Pa | | | | | | |
| Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i> | | | | | | |
| TIN, I | | or | | | | |
| | : If the account is in more than one name, see the instructions for line 1. Also see What Name about To Give the Requester for guidelines on whose number to enter. | and Employer | - Identification number | <u> </u> | | |
| Par | t II Certification | 1 1 | | | | |
| Unde | r penalties of perjury, I certify that: | | | | | |
| 2. I ar Se | e number shown on this form is my correct taxpayer identification number (or I am waiting for a m not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) rvice (IRS) that I am subject to backup withholding as a result of a failure to report all interest o longer subject to backup withholding; and | I have not been n | otified by the Interr | | | |
| | m a U.S. citizen or other U.S. person (defined below); and | | | | | |
| 4. The | e FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reportin | g is correct. | | | | |
| Certif | Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because | | | | | |

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II. later

acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here
U.S. person > Date >

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES CONTRACT COMPLIANCE REGULATIONS NOTIFICATION TO BIDDERS

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit 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; (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 above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with <u>Sections 46a-68-1 to 46a-68-17</u> of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "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) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following <u>BIDDER CONTRACT COMPLIANCE MONITORING REPORT</u> must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to <u>Sections 4a-60</u> and <u>4a-60a</u> CONN. GEN. STAT., and <u>Sections 46a-68j-23</u> of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

MANAGEMENT: Managers plan, organize, direct, and BUILDING AND GROUNDS CLEANING AND control the major functions of an organization through MAINTENANCE: This category includes occupations subordinates who are at the managerial or supervisory level. involving landscaping, housekeeping, and janitorial They make policy decisions and set objectives for the services. Job titles found in this category include company or departments. They are not usually directly supervisors of landscaping or housekeeping, janitors, involved in production or providing services. Examples maids, grounds maintenance workers, and pest control include top executives, public relations managers, managers of operations specialties (such as financial, CONSTRUCTION AND human resources, or purchasing managers), and construction category includes construction trades and related and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: occupations include managers and professionals who work laborers, electricians, plumbers (and related trades), with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, painters. Paving, surfacing, and tamping equipment credit, and financial analysts.

MARKETING AND SALES: Occupations related to the floor and tile installers and finishers are also included in act or process of buying and selling products and/or this category. First line supervisors, foremen, and helpers services such as sales engineer, retail sales workers and in these trades are also grouped in this category. sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written miscellaneous material moving workers. communications and records; collecting accounts; gathering | PRODUCTION WORKERS: The job titles included in and distributing information; operating office machines and electronic data processing equipment; and distributing mail Job titles listed in this category include telephone operators. bill and account collectors, customer service representatives dispatchers. secretaries and administrative assistants computer operators and clerks (such as payroll, shipping stock, mail and file).

workers.

EXTRACTION: occupations. Job titles found in this category include These boilermakers, masons (all types), carpenters, construction roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and operators; drywall and ceiling tile installers; and carpet,

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators: refuse and recyclable material collectors: and

this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

White (not of Hispanic Origin)-All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black (not of Hispanic Origin)-All persons having origins in any of the Black racial groups of Africa.

Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa. American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART 1 – Bidder Information

| Company Name: | Bidder Federal Employer |
|--------------------------|--|
| Street Address: | Identification Number: |
| City & State: | Or |
| Chief Executive: | Social Security Number: |
| Major Business Activity: | Bidder Identification |
| (brief description) | (response optional/definitions on page 1) |
| | -Bidder is a small contractor? Yes No -Bidder is a minority business enterprise? Yes No (If yes, check ownership category) Black Hispanic Asian American American Indian/Alaskan Native Iberian Peninsula Individual(s) with a Physical Disability Female -Bidder is certified as above by State of CT? Yes No |
| Bidder Parent Company: | |
| (If any) | |
| Other Locations in CT: | |
| (If any) | |

| PART II - Bidder Nondiscrimination Policies and Procedures | | | |
|--|--|--|--|
| 1. Does your company have a written Affirmative | 7. Do all of your company contracts and purchase orders contain | | |
| Action/Equal Employment Opportunity statement posted on | non-discrimination statements as required by Sections 4a-60 & | | |
| company bulletin boards? | 4a-60a Conn. Gen. Stat.? | | |
| Yes No | Yes No | | |
| 2. Does your company have the state-mandated sexual | 8. Do you, upon request, provide reasonable accommodation | | |
| harassment prevention in the workplace policy posted on | to employees, or applicants for employment, who have | | |
| company bulletin boards? | physical or mental disability? | | |
| Yes No | Yes No | | |
| 3. Do you notify all recruitment sources in writing of your | 9. Does your company have a mandatory retirement age for all | | |
| company's Affirmative Action/Equal Employment Opportunity | employees? | | |
| employment policy? Yes No | Yes No | | |
| 4. Do your company advertisements contain a written statement | 10. If your company has 50 or more employees, have you provided at | | |
| that you are an Affirmative Action/Equal Opportunity Employer? | least two (2) hours of sexual harassment training to all of your | | |
| Yes No | supervisors? Yes No N/A | | |
| 5. Do you notify the Ct. State Employment Service of all | 11. If your company has apprenticeship programs, do they meet the | | |
| employment openings with your company? | Affirmative Action/Equal Employment Opportunity requirements of | | |
| Yes No | the apprenticeship standards of the Ct. Dept. of Labor? | | |
| | Yes No N/A | | |
| 6. Does your company have a collective bargaining | 12. Does your company have a written affirmative action Plan? | | |
| agreement with workers? | Yes No | | |
| Yes No | If no, please explain. | | |
| 6a. If yes, do the collective bargaining agreements contain | ry r | | |
| non-discrimination clauses covering all workers? Yes No | | | |
| | 13. Is there a person in your company who is responsible for equal | | |
| 6b. Have you notified each union in writing of your | employment opportunity? Yes No | | |
| commitments under the nondiscrimination requirements | If yes, give name and phone number: | | |
| of contracts with the state of CT? | y y, g- · · · · · · · · · · · · · · · · · · | | |
| Yes No | | | |

- 1. Will the work of this contract include subcontractors or suppliers? Yes No
 - 1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes No

PART IV - Bidder Employment Information

Date:

| PART IV - Bidder E | | | | | Date | | | • | | | |
|---|-------------------|------------------------|--------|------|---------------------------|----------|--------|---------------------------------|--------|--------------------------------------|--------|
| JOB CATEGORY * | OVERALL TOTALS | WHITE (i Hispanic o | | | not of Hispanic rigin) | HISPANIC | | ASIAN or PACIFIC ISLANDER | | AMERICAN INDIAN or ALASKAN NATIVE | |
| | | Male | Female | Male | Female | Male | Female | Male | Female | Male | Female |
| Management | | | | | | | | | | | |
| Business & Financial Ops | | | | | | | | | | | |
| Marketing & Sales | | | | | | | | | | | |
| Legal Occupations | | | | | | | | | | | |
| Computer Specialists | | | | | | | | | | | |
| Architecture/Engineering | | | | | | | | | | | |
| Office & Admin Support | | | | | | | | | | | |
| Bldg/ Grounds Cleaning/Maintenance | | | | | | | | | | | |
| Construction & Extraction | | | | | | | | | | | |
| Installation , Maintenance & Repair | | | | | | | | | | | |
| Material Moving Workers | | | | | | | | | | | |
| Production Occupations | | | | | | | | | | | |
| TOTALS ABOVE | | | | | | | | | | | |
| Total One Year Ago | | | | | | | | _ | | | _ |
| FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE) | | | | | | | | | | | |
| Apprentices | | | | | | | | | | | |
| Trainees | | | | | | | | | | | |

^{*}NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

| PART V - Bidder H | aring a | na Kec | Tultillelli F Factic | CS | (Page 5) |
|--|---------|--------|--|---|--|
| Which of the following (Check yes or no, and re | | | are used by you? | Check (X) any of the below listed requirements that you use as a hiring qualification (X) | 3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination |
| SOURCE | YES | NO | % of applicants provided by source | | |
| State Employment Service | | | | Work Experience | |
| Private Employment Agencies | | | | Ability to Speak or Write English | |
| Schools and Colleges | | | | Written Tests | |
| Newspaper Advertisement | | | | High School Diploma | |
| Walk Ins | | | | College Degree | |
| Present Employees | | | | Union Membership | |
| Labor Organizations | | | | Personal Recommendation | |
| Minority/Community Organizations | | | | Height or Weight | |
| Others (please identify) | | | | Car Ownership | |
| | | | | Arrest Record | |
| | | | | Wage Garnishments | |

(Date Signed)

(Telephone)

(Title)

(Signature)

CITY OF STAMFORD

CITY AND TOWN CLERK REQUEST FOR PROPOSALS

FOR INTEGRATED LAND RECORDS AND VITAL STATISTICS RECORDING SYSTEM

Overview of Services:

The TC is looking to upgrade to a system that allows for:

- Integration of the land records & vital statistics system with other governmental functions, to increase efficiency, increase services, decrease cost, reduce duplication, and improve the customer experience.
- o GIS integration
- o Capability to record additional miscellaneous functions of the TC.
- o Recording city government functions: appointments, agendas, and minutes.
- ◆ Secure credit card processing for all fee collecting modules in the TC's office. In order to achieve PCI compliance, the proposed system must include a description of the Point of Sale security and encryption protocols as it relates to PCI. The TC has implemented a secure network segment for Point of Sale systems which allows for use of an ethernet connection.
- o Integration with the TC's and City's website

Background information of the TC office:

Land record document volume over the past years has been:

| 2013 | 28,806 |
|------|--------|
| 2014 | 23,482 |
| 2015 | 23,351 |
| 2016 | 23,228 |
| 2017 | 21,791 |
| 2018 | 20,889 |
| 2019 | 20.042 |
| 2020 | 21.074 |
| 2021 | 26,640 |

Pricing

Pricing should include the cost of electronic hardware and software, conversion, the rate of replacement, maintenance services, setup and training.

- Pricing proposals should allow for standard monthly fees versus per-piece pricing.
- Initial contract will be for three (3) years with an option for a 1-year extension.

• The proposal must clearly state any ancillary costs associated with the system such as hosting fees, supporting technologies such as database platforms or similar services required for the full functionality of the system.

Scope of Services

The LRVS software system should be able to handle the following core functions of the TC office:

- Land Record Indexing and Scanning
- Vital Records and Scanning
- Map indexing
- Trade name registration
- Dog licensing and registry
- Claims and summonses scanning
- Town Books
- Minutes and agendas of boards and commissions
- Military discharge indexing and scanning
- Reports
- Auditing
- Binders & archival paper
- Credit card processing
- Land subscription access to the indices.
- Integration with election software
- Cyber security
- Backup system
- Internet connection requirements
- Microfilm storage?
- Hardware: terminals, scanners, copiers, screens, printers,
- Conversion
- Training
- 24/365 support

The RFP must include a listing of Connecticut customers (references and contact information)

Proposer should:

- Demonstrate a clear understanding of the functions of the Town Clerk.
- Demonstrate successful deployments in cities with a similar size and scope as Stamford
- Understand how the various departments of City government intersect with the tasks of the TC's office.
- Assure that software processes comply with Federal, State and local records retention regulations.
- Provide training for the TC staff to ensure efficient transition and competency with the new software.

Technical Requirements:

- In an effort to leverage the most current technologies, the City of Stamford will give preference to cloud based software systems that are accessible through a web browser with no client software installation requirements.
- The proposed system must be able to run without requiring administrative permissions on the local PC
- The City of Stamford's GIS platform is ESRI. Any proposed solution must be able to integrate with ESRI's GIS platform with minimal customization required of the City.
- Service Level Agreements will be required for access and application up time based on industry best practices and standards.
- The proposed system should offer an Application Program Interface (API) that would make it possible for the Town and City Clerk to integrate with other data systems within the City's environment.
- No aspect of the core software system may be dependent on a third party such that the City's access to the system or the security of the data will be compromised or otherwise put at risk.
- All data hosting and services must be provided by facilities located within the United Sates. No offshore data storage or services are acceptable.
- All data provided to or created by the system will be the property of the City and may be requested of the vendor in a format that is usable by the City.
- Any subcontracting or partnership agreements that directly relate to the proposed system must be clearly stated in the proposal. The City reserves the right to refuse subcontracting.
- The proposal must clearly state any ancillary costs associated with the system such as hosting fees, supporting technologies such as database platforms or similar services required for the full functionality of the system.
- The vendor must provide documentation of industry standard data center maintenance, backup and disaster recovery methodologies consistent with a Tier 3 data center as outlined by the Uptime Institute's Data Center Topology.
- The proposed solution should assume that data migration from the existing environment will be required. The extent of historical data to be migrated will be agreed to upon as part of the project deliverables

Data Integration:

The proposed system should offer an Application Program Interface (API) that would make it possible for the Town and City Clerk to integrate with other data systems within the City's environment.

The following departments are candidates for integration and interface with the LRVS:

o building department: permits, blight, enforcement

o fire department: fire codes

o land use: private/public property, zoning maps, variances,

mapping,

splits and consolidation of parcels

o water pollution authority: sewage maps, liens

o environmental: flood zones, mapping, site plans

o engineering departments; variances, site plans

o tax assessment: property tax assessment, tax liens,

o tax collector: tax liability, tax map, liens,

o legal department : foia requests, claims, summonses

o health: wells, code enforcement,

o GIS: mapping, tax maps, flood maps, boundaries

Service and Support – Proposals should include detailed information on the level of support provided, including:

- Hours, types, and availability.
- Access to training tools.
- Escalation Procedures.

Proposal Instructions

The proposal itself shall include at least the following information:

• Letter of Transmittal:

Each proposal shall include a Letter of Transmittal that bears the signature of a representative. This letter should include the name of the vendor submitting the proposal, including the address, email contact and telephone number of the home office. The transmittal letter should list the items being included in the proposal package.

• Corporate Profile:

Describe your company, its background and the range of technology and services you offer.

Statement of Qualifications:

Provide a statement of qualifications to demonstrate that you are capable of performing to proposed specifications.

References:

List at least three (3) references where you have performed work similar to the work you are bidding. Include the customer organization's name, address, contact person and phone number. Municipalities preferred.

• Sample Project Plan and Implementation Approach:

The proposal should include a sample implementation plan, which demonstrates the vendor's experience in developing and implementing projects of a similar size and scope.

• Functional Specifications and Requirements:

The proposal should cover the full scope of services provided by a modern Town Clerk's Office.

• Pricing Proposal:

Provide a detailed, itemized list of all transaction-based software fees, software licensing, annual maintenance, third party software, professional services and any other costs associated with delivering this project.

Additional Information that the vendor may provide for consideration:

- Customer listing of other municipalities
- Hardware / software requirements of client PC
- Sample Agreements, etc.
- Marketing materials, additional information on specific modules

Proposal Selection Criteria

Proposals will be evaluated by representatives of the City of Stamford, convened for this purpose.

Written proposals will be evaluated on the basis of the following criteria:

| Proposal Selection Criteria | Points |
|---|--------|
| Technology platform and Quality of the Proposal | 30 |
| Qualifications and Experience of the Proposer | 20 |
| Professional Staffing | 25 |
| Proposed Fee Arrangements | 25 |
| Total (maximum 100 pts) | 100 |

Vendors may be asked to present their proposals to the 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

Integrated Land Records and Vital Statistics Recording System

Vendor will be required to submit certificates of insurance, which contain the minimum insurance coverages described below:

- 1. Commercial general liability insurance, with a minimum limit of liability of \$1,000,000 combined single limit per occurrence and in the aggregate for bodily injury and property damage. Such coverage shall include the following:
 - (a) Products liability and completed operations, which shall be maintained for a period of not less than three (3) years following completion of the services under this Agreement or termination of the Agreement, whichever is later.
 - (b) Contractual liability insurance, which insures any indemnities contained in the Agreement between Vendor and the City of Stamford.
 - (c) Broad form property damage coverage and operations liability.
 - (d) The City of Stamford and its employees, agents and officers designated as additional insureds.
 - (e) Policy shall be underwritten on an occurrence basis.
- 2. Cyber Liability insurance, including Data & Network Liability, Regulatory Defense & Penalties, Breach Response and Cyber Extortion with a minimum limit of liability of \$3,000,000 per claim or per incident. Coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims that may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of non-public data, transmission of a computer virus, ransomware, or denial of service. Vendor shall require same coverage from any professional hosting company utilized in conjunction with this contract.
- 3. Professional liability insurance, which covers the services to be provided pursuant to the Agreement between the City of Stamford and the Vendor, including but not limited to implementation services, project management, configuration, testing, installation support and training. The minimum limit of liability shall be \$1,000,000 per claim or per incident and in the aggregate.
- 4. If on-site services are to be provided, including the delivery and installation of ancillary equipment or software, hardware or technical support, the following additional insurance will be required:
 - (a) Standard workers' compensation, which complies with all state statutes and regulations.
 - (b) Employer's liability insurance, which contains limits of liability of not less than \$100,000 each accident, \$100,000 disease policy limit and \$100,000 disease-each employee.

- (c) Commercial automobile liability insurance with a minimum limit of liability of \$1,000,000 per accident; coverage for all owned, non-owned and hired vehicles; City of Stamford and its employees, agents and officers designated as additional insured.
- 5. If any insurance is underwritten on a claims made, as opposed to an occurrence basis, the retroactive date in the policy shall be the earlier of the effective date of the Agreement between Vendor and the City of Stamford or the date Vendor commences its services for the City. The policy shall also contain an extended reporting date of not less than three years following termination of the Agreement between Vendor and the City of Stamford or conclusion of the services rendered by the Vendor, whichever is later.
- 6. All insurance required hereunder shall contain waivers of subrogation in favor of the City of Stamford and its employees, agents and officers. Vendor shall waive any right of claim, loss or damage against the City of Stamford and its employees, agents and officers.
- 7. All insurance policies required under this Agreement shall contain thirty (30) days prior written notice to the City of Stamford's Risk Manager in the event of cancellation, termination or material change to any policy terms or conditions required hereunder.
- 8. The insurance required hereunder shall in no way serve to limit or reduce the liability of Vendor under this Agreement.
- 9. Vendor shall provide the Risk Manager with certificates of insurance, which evidence the insurance required hereunder. Vendor shall provide the Risk Manager with renewal certificates of insurance within 15 days prior to the expiration of the policies. Vendor's failure to renew said certificates of insurance or insurance policies shall not be deemed to be a waiver of Vendor's obligations to comply with all provisions of these insurance requirements hereunder.

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| lial cor ins | bility, au atributor | tomob y, to a require | ile liabil ny insur ed hereu | lity and cyborance maint | gents and officers desiger liability policies. All ained by or on behalf of to City of Stamford and | insurance requ of City of Stamfo | ired hereunder a ord. Waivers of s agents and office | re primary, not ex Subrogation under | cess or | | |
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| City of Stamford 888 Washington Boulevard | | | | | | 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. | | | | | |
| Stamford, CT 06901 | | | | | | | | | | | |
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