


PS29.061



INTEROFFICE MEMORANDUM

TO: Board of Finance
Board of Representatives

FROM: David Martin, Mayor 

DATE: March 10, 2016

RE: PINACOM, Inc. d/b/a Avalon IT Systems
RFP #6991 – Administrative Services for Police Dept. Extra Duty Employment



Please review the attached and advise your recommendation.

Thank you.

Enc.

AGREEMENT

THIS AGREEMENT dated the _____ day of _____, 2016, is by and between the **CITY OF STAMFORD** (hereinafter "The City"), a municipal corporation organized and existing pursuant to the laws of the State of Connecticut with a principal place of business located at 888 Washington Boulevard, Stamford, Connecticut, acting herein by David R. Martin, its duly authorized Mayor, and **PINACOM INC.** (hereinafter "The Contractor"), a foreign corporation organized and existing pursuant to the laws of the State of New York, doing business as Avalon IT Systems, with a principal place of business located 65 High Ridge Road, Suite 431, Stamford, Connecticut, acting herein by Fernando E. Alvarenga, its duly authorized President.

WITNESSETH

WHEREAS, The City solicited Request for Proposals No. 691 for Administrative Services for the Police Department Extra Duty Employment;

WHEREAS, The Contractor submitted a proposal in response to said Request for Proposals; and

WHEREAS, The City has accepted the Contractor's proposal for said work pursuant to the terms and conditions set forth hereinafter.

NOW THEREFORE, THE PARTIES HERETO 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. SCOPE OF SERVICES. The scope of services shall consist of those duties, functions, obligations, responsibilities, and tasks set forth in (a) The City's Request for Proposals No. 691, attached hereto as Exhibit A and hereby made a part hereof as if fully set forth herein and (b) The Contractor's Proposal, attached hereto as Exhibit B and hereby also made a part hereof as if fully set forth herein;

3. COMPENSATION. The Contractor's compensation for the services provided pursuant to this Agreement shall, for the entire Term of this Agreement, including any extensions, be based on the Price Quotation for Three Year Contract included in The Contractor's Proposal attached hereto as Exhibit B;

4. TERM. The term of this Agreement shall commence upon the execution of the Agreement by both parties and shall terminate one (1) year thereafter. The City reserves the right, at its sole and exclusive option, to extend the term of the Agreement for one year, on an annual basis, each year thereafter, up to a maximum, additional term of two (2) years.

5. REVIEW OF WORK. The Contractor 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.

6. INDEMNIFICATION. The Contractor shall indemnify and hold harmless The City, its officers, agents and employees, from 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 from The Contractor's negligent performance pursuant to this Agreement, or by any intentional or negligent omission to perform some duty imposed by law or this Agreement upon The Contractor, its officers, agents and employees. The foregoing indemnity shall include reasonable attorneys' fees and costs of suit, if applicable, and shall not be limited by reason of any insurance coverage required pursuant to this Agreement;

7. 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;

8. 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 this 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;

9. INSURANCE. The Contractor shall procure and maintain, at its sole expense, for the entire term of this Agreement, including any extensions, insurance coverages as set forth in the Insurance Requirements of the City of Stamford as set forth in The City's Request for Proposals No. 691 attached hereto as Exhibit A;

10. REPRESENTATIONS. The Contractor represents that it is qualified in relation to the work to be performed under this Agreement and 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. The Contractor hereby acknowledges that The City has relied upon said representations in entering into this Agreement;

11. INTERPRETATION. The Contractor agrees that, in the event of any ambiguity between the terms of this Agreement, The City's Request for Proposals (Exhibit A) and the Vendor's Proposal (Exhibit B), The City, in its sole discretion, shall determine the terms and/or document(s) which shall prevail and take precedence;

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 subcontractor(s) The Contractor 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 subcontractor, The Contractor agrees to comply with The City's Code of Ordinances § 103.4;

13. CONTRACT EXTRAS. Pursuant to The City's Code of Ordinances, Section 23-18.4 C., it is specifically understood and agreed by The Contractor that all contract extras regarding this contract shall be governed by The City's 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's Charter and/or Code of Ordinances are fully complied with. The City's Charter and Code of Ordinances can be found at www.municode.com;

14. NON-APPROPRIATION. The Contractor 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, and that The City may terminate this Agreement by way of written notice to The Contractor if sufficient funds to prove for the payment(s) hereunder are not so appropriated;

15. COMPLIANCE WITH CITY CODE PROVISIONS. The Contractor hereby agrees to fully comply with the requirements of The City's Code of Ordinances, Sections 103-1 through 103-10, regarding contractors in general. Failure to so comply shall constitute a material breach of the terms of this Agreement, for which The City may unilaterally terminate this Agreement by way of written notice to The Contractor. The provisions of the City Code can be found at www.municode.com ;

16. TERMINATION.

- A. **TERMINATION FOR CAUSE.** 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.

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;

17. 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.

18. GOVERNING LAWS. This Agreement shall be governed by the laws of the State of Connecticut and the parties hereby waive any choice of law; and

19. 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 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. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

**THE REMAINDER OF 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:

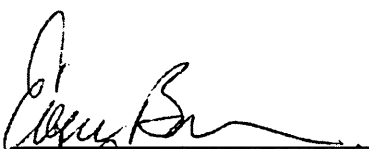
CITY OF STAMFORD

Print:
Witness


By: _____
David R. Martin, Mayor

Date: _____

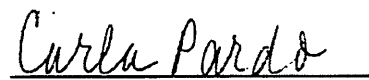
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Witness


Print: Elin Borders.
Witness

PINACOM, INC. d/b/a AVALON IT SYSTEMS

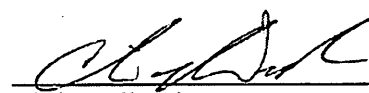
By: 
Fernando E. Alvarenga, President

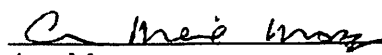
Date: 11/11/2016


Print: Carla Pardo
Witness

Approved as to Form:

Approved as to Insurance:


Chris Dellaselva
Asst. Corp. Counsel


Ann Mones
Risk Manager

Date: Jan. 25, 2016

Date: 1/26/16

EXHIBIT A

(CITY OF STAMFORD REQUEST FOR PROPOSALS NO. 691)

**MAYOR
DAVID R. MARTIN**



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

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

**REQUEST FOR PROPOSALS No. 691
ADMINISTRATIVE SERVICES
FOR
THE POLICE DEPARTMENT EXTRA DUTY EMPLOYMENT**

PROPOSALS DUE:

SEPTEMBER 17, 2015 @ 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**

NUMBER OF COPIES REQUIRED:

**ONE ORIGINAL AND FIVE (5)
COPIES, ALONG WITH TWO (2)
ELECTRONIC VERSIONS
(CD ROM OR USB DRIVE)**

**Date Issued: (8/11/15)
(REV: 12-2-13)**

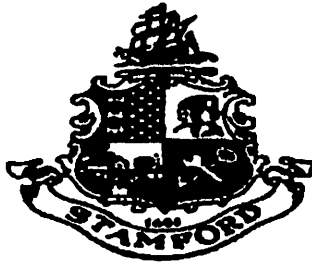


CITY OF STAMFORD, CONNECTICUT

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).

Effective: 1/2/09



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.

Last Modified on www.cityofstamford.org
(6/28/2010 - 7:28:18 AM)

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) 877-4107
FAX: (203) 877-5243
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
588 WASHINGTON BOULEVARD
P.O. BOX 10152
STAMFORD, CONNECTICUT 06904-2152
(Rev. 12/2/13)**

**PURCHASING AGENT
BEVERLY A. AVENI
Phone: (203) 977-4107
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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

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

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.

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.

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:

B. Rosenberg
Asst. Corp. Counsel

Date: _____

A. M. Mones
Risk Manager

Date: _____

REVISED: 12/2/13



THE CITY OF STAMFORD

**REQUEST FOR PROPOSALS
FOR**

RFP No. 691

**ADMINISTRATIVE SERVICES
FOR THE
POLICE DEPARTMENT EXTRA DUTY EMPLOYMENT**

Introduction

The City of Stamford, Connecticut Police Department is requesting proposals from qualified service providers to administer police extra duty employment. Proposals shall be from vendors who will provide assistance to the Police Department with the administration of the police extra duty function and be responsible for maintaining and updating a database of hours worked for purposes of generating input for payroll and billing and to assist the Police Department with the management of police extra duty records.

Issuing Office

This RFP is being issued by the Purchasing Department of the City of Stamford on behalf of the Police Department, 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:

Lieutenant Scott Duckworth
Police Department
City of Stamford
805 Bedford Street
Stamford, CT 06901
T: 203-977-4725
sduckworth@stamfordct.gov

The deadline for submitting questions related to this RFP is Thursday, August 27, 2015. 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 through E-Bid, the City of Stamford's online vendor

registration system. 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 original and five (5) copies, along with two (2) electronic versions (either CD ROM or USB Drive), of the proposal 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: Administrative Services for Police Department
Extra Duty Employment

These proposals must be received by the City no later than Thursday, September 17, 2015, 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.

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 Police Department for this engagement. 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 Police 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.

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 between the City of Stamford and the proposer prepared by the Law Department of the City of Stamford.

The term of this contract shall be for a period of one (1) year, commencing on the date of the contract execution.

The City reserves the right to extend the terms of the contract at the bid price for two (2) one year periods.

Key Personnel

Vendors responding to this RFP must clearly explain and identify, in detail, the services they and/or their key personnel provide and identify the qualifications of such individuals.

All key personnel must be identified by name and title in a project organization chart.

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

The City of Stamford's Police Department is responsible for the assignment of off duty police officers to perform extra duty services for local businesses and residents. Extra duty employment includes but is not limited to: all traffic control required by street opening permits, all sporting events and public gatherings, all security at Municipal and Board of Education buildings and grounds and all other security functions that may arise.

There are approximately 17,000 jobs performed annually by approximately 250 police officers. The estimated annual billing is \$6.2 million.

The following required services should be provided:

Hardware and Software System

The proposer should have a proprietary computer system that has the capability to perform the following tasks and operations: input for the generation and documentation of weekly police extra duty paychecks; the generation and documentation of invoices to the users of police extra duty services including the assessment of an administrative fee, to be determined by the City; a 1% per month late payment penalty, when applicable; the collection and documentation of payments made by the users of police extra duty services to include a running tab of services remaining on account in both monetary and hourly denominations to be provided monthly; the documentation and monitoring of accounts receivable and the efforts made to collect outstanding invoices that are more than 30 days in arrears; the reconciliation of payroll with amounts billed, payments received and accounts receivable; the ability for payment to be received by cash, check, money order or credit card; the ability for all scheduling and payment processing to be done online through the City's website. System should be compatible with or be able to interface with the Telestaff System currently being used by the Stamford Police Department.

On Site Customer Service Representative

One person shall be assigned to work at Police Headquarters to assist the Police Department with the administration of the police extra duty function and be responsible for maintaining and updating a database of hours worked for purposes of generating input for payroll and billing and to assist the Police Department with the management of police extra duty records.

Invoice and Payment Processing

Generate and mail invoices as necessary based on information derived from the system. Billings will include the police officers' hourly wages based on a four hour minimum, an administrative fee, which is currently 16% of payroll, and a 1% per month interest charge on extra duty user accounts that are older than 30 days. Payments will either be mailed to a post office box established by the service provider, or processed on site by the service provider's on site representative in the form of a check, money order or credit card. These payments will be processed and posted to the appropriate receivable accounts. These payments will ultimately be deposited in a City bank account. A report detailing all payments received, processed and deposited, together with copies of deposit tickets will be forwarded to the Controller's Office on a weekly basis.

Bad Debt Notification

Notify the Police Department's Outside Employment Office weekly of all outstanding obligations either in the form of overage of services that have been previously paid for or accounts older than thirty (30) days to enable the department to suspend future extra duty assignments until full payments are made.

Collection Efforts

With respect to unpaid invoices, the proposer should make dunning telephone calls when receivables are 30 – 60 days old, send customers additional documentation to support invoices if requested, send follow-up demand letters, and make notification to the Police Department's extra duty office, as well as forward past due accounts to the City's Law Department that are 75 days or older that the proposer deems to be uncollectible.

Payroll Processing

The proposer who is selected for this engagement shall send payroll input to the City's Payroll Department each week for purposes of generating paychecks for police officers who provided police extra duty services. The payroll input shall be made on a computer diskette together with a back-up hard copy of the data on the diskette. The required input shall include the names of the police officers, payroll identification numbers (to be provided) and the number of hours worked by each police officer. Pay rates will be entered into the payroll system and the mathematical calculations, hours times pay rates, will be automatically computed by the City's payroll system. The computer diskette and the back-up hard copy of the data should be received by the City's Payroll Department in accordance with deadlines established by the Payroll Department so that payrolls for police extra duty services can be accurately completed on a timely basis each week. The proposer will provide an output file that is compatible with the import format used by the City's Payroll Department, which runs a Ceridian HPW, Version 7.31 (see Attachment 1 – Payroll Specifications).

Exceptions to Normal Processing

Extra duty employment services related to City sewer jobs classified as City capital projects and any other jobs assigned to City operating departments (including the Board of Education) will be limited to assigning and scheduling only by the Police Department. These assignments should be identified and segregated from the normal processing functions of billing, payments processing, revenue collection and accounts receivable. No payroll input information will be required.

Management Reports

The following management reports shall be prepared and remitted to the City:

Payroll Input/Output and Reconciliation Report

Issued once per week. This report should include a reconciliation of payroll input with payroll output as documented on payroll registers. Payroll Correction Forms should be attached to document payroll input errors and the reconciliation of payroll input with payroll output.

Amounts Billed

Issued once per week. This report should detail who received police extra duty services and should include dates, hours, police wages, administrative fee and 1% per month late penalty, when applicable, by customer name and invoice number.

Amounts Collected

Issued once per week. This report should detail weekly cash receipts which support the weekly checks remitted by the proposer to the City of Stamford for deposit into the City's bank account. This report should include a detailed listing of payments by customer, check numbers, check dates, check amounts and invoice dates.

Amounts Outstanding

Issued once per month. This report should show all outstanding invoices and these invoices should be aged to show receivable amounts that are current, over 30 days, 60 days, 90 days and over 120 days old.

Reconciliation Report

Issued once per month. This report should reconcile police officers' wages paid with amounts billed, payments received and accounts receivable.

Proposal Instructions

Letter of Transmittal

Please limit to one or two pages. Briefly state the proposer's understanding of the work to be done and make a positive commitment to perform the work on a timely basis. State the all inclusive fee for the engagement.

Profile of Proposer (Please number subsections 1 – 8 to correspond to the items below)

1. Affirm that proposer meets standards of independence to be engaged by the City of Stamford.
2. Indicate whether you are local, regional, national or international in the scope of your practice.
3. Indicate the address of your home office.
4. Indicate your experience in providing administrative services, including billing, maintaining and updating a database for payroll and billing functions, administrative services management.
5. Provide samples of the reports that are required by the City and a description of the hardware and software that will be used for this engagement.
6. Identify the key individuals who will be assigned to the City of Stamford engagement. Describe their roles and provide a brief description of their professional experience in administrative services management.
7. Describe your experience in providing administrative services management for municipal governments.
8. Please provide any additional information that you believe will assist the City in making its selection.

Fee

Indicate your proposed all inclusive fee for this engagement. Your all inclusive fee should be structured on an annual flat fee basis, which includes the cost of the on site Customer Service Representative. Your fee should be proposed for each of the three (3) years of this engagement (one year plus two option years). Such all inclusive fee should include all out of pocket expenses.

Other Information

Provide any information that you believe will assist the City of Stamford in making its selection. Such information may be in this section of the proposal or may be presented in one or more appendices.

Proposal Selection Criteria

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

Understanding of Engagement

Demonstration of the full understanding of the work to be performed.

Ability of the service provider to provide constructive recommendations to the City during the RFP process.

Qualifications and Experience of Proposer

Experience and expertise of personnel proposed for the City of Stamford engagement.

The service provider's experience and expertise in administrative services management.

Proposed Fee

Total fee for this engagement stated on an annual flat fee basis, which includes out of pocket expenses.

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
Administrative Services for Police Dept. Extra Duty

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.

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 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.

EXHIBIT B

(AVALON IT SYSTEMS PROPOSAL TO COS RFP NO. 691)



1266 E. Main Street
Suite 700R
Stamford, CT 06902
Phone: 203-323-7000

Date: Tuesday, 09/14/2015

City of Stamford
Attention: Beverly Aveni
Purchasing Agent
City of Stamford
888 Washington Boulevard
Stamford, CT 06904-2152

RE: Administrative Services for Police Department Extra Duty Employment RFP no. 691

Dear Ms. Aveni,

On behalf of Pinacom, Inc dba. Avalon IT Systems, I'd like to thank you for the opportunity to submit, for your consideration, this proposal in response to the City of Stamford's Request for Proposal No. 691.

Pinacom, Inc/Avalon IT systems, is a minority owned, SBA Certified, and Stamford based company. We have been certified as a Minority Business Enterprise by the GNEMSDC Greater New England Minority Supplier Diversity Council.

The business experience of our principals combined is over 80 years including providing Information Technology Solutions, Financial Solutions, Office Administration and Business Process Administration. Principals and staff members combined have the required technical qualifications, training, support, vendor resources, human capital resources, hands-on work experience, business understanding, local knowledge, proximity, and enthusiasm to deliver to you quality work that will provide the City of Stamford with exceptional value and a consultative approach that will continue to bring positive change to the way the Extra Duty Employment of Police Officers is delivered resulting in satisfied clients, satisfied police officers, and an effective means to collect on the receivables for services rendered.

RFP 691 AVALON IT SYSTEMS PROPOSAL PAGE 2

As the current provider of these services to the Stamford Police Department, we believe that we have had three years of successful experience delivering Extra Duty Administration Services to the City of Stamford, Local businesses, residents and Police Officers and have achieved high remarks for our quality work and professional conduct.

Avalon IT Systems would like to have the opportunity to meet with you and the committee overseeing this RFP, to describe, by demonstration, our proposed services and all included features and answer any questions that pertain to the solutions proposed. Please do not hesitate to contact me by telephone at 203-323-7000 X315 or by email at ed.alvarenga@avalonits.com . I look forward to being of assistance.

Sincerely,

**Fernando E. Alvarenga
Managing Director/CEO
Avalon IT Systems
1266 E. Main Street
Suite 700R
Stamford, CT 06902**

DETAILED RESPONSE

In response to RFP 961 for Administrative Services for The Police Department Extra Duty Employment, this is the requested profile of our firm Pinacom, Inc dba: Avalon IT Systems.

1. We attest and affirm that we meet the standards of independence to be engaged by the City of Stamford. We have signed and attached the necessary documentation and meet the Non-Collusion Affidavit. Further, we are an equal opportunity employer and will meet the City of Stamford's Equal Opportunity guidelines as described in the RFP. Further we will meet the Gifts guidelines as dictated on the RFP. Further, we have reviewed the terms of the sample contract, it is the same as our existing contract and we are in agreement with its terms.
2. We provide our services to local and regional clients in the Fairfield County, Westchester County, NY City and vicinity.
3. We are a Stamford Based firm, with Stamford Resident Employees, our offices located at 1266 E. Main Street, Suite 700R, Stamford CT 06902. Our phone number in Stamford is 203-323-7000.
4. Currently we bill City of Stamford Police Extra Duty customers for services rendered and projects using our Software Suite which is web-based and accessible on almost any device from desktops to iphones and any device with an internet connection and it features Payroll, Time Tracking, Billing, Collections and financial reporting. We provide clients the ability to pay for their services on the internet, over phone and over email. We provide the City's Accounting Department with a features to see all our activity and thus increase transparency further all deposit transactions tie directly in the City's Chase Bank Account and with HTE; the City's Accounting System for ease of processing and simplified collections and reporting. We also bill our clients electronically for services rendered and process invoices electronically, on terms accounts and provide e-statements, reports of services sales per month, quarterly, and annually. We also enter and process time tracking and event based invoicing which is tied into payroll of police officers. This experience enables us to provide these services to the City of Stamford for the work solicited in this RFP. We provide all collections services and feature an on-site person at the Police Department who handles all aspects of the Administration. We have a full back office team of people who handle bookkeeping, reporting, payment processing, Payroll Preparation, Web Site Management, and Customer Service.
5. We have been providing Police Extra Duty Services for the City of Stamford since November 27 2012 and we have achieved the following during our tenure:
 - A. We have reimbursed the City for over 35K in Merchant Processing Fees during our tenure as a way to promote the web-based, phone based, and electronic based Credit Card

Processing features of our software so that clients can pay their bills faster, easier and thus bring down the amounts owed to the city.

- B. We have converted manual processes into electronic processes with reporting capabilities including converting mailed invoices and statements into emailed invoices and statements. Created electronic Payments tied directly into the City's bank account for same day deposits. Removed the lockbox and introduced check scanning on-site for same day deposits . We established the ability for customers to pay by credit card, paypal, direct deposit from checking account and EDI Payments. We can take payments by phone, email, online, mail and paypal. These capabilities did not exist before as payments were made to a lockbox and only by mail or in person thus delaying payments and deposits.
- C. We reduced the Accounts Receivables balance from about 1.2 M to about 635K thus lowering it by approximately 53%.
- D. Previous vendor left us with about 64K of bad debt to write-off. There has been no bad debt to write off during our tenure.
- E. We expanded the payment choices for the customers and as a result we collected close to 1.5 Million Dollars in Credit Card Payments, PayPal, and Direct Deposit.
- F. We Launched the City's first Web site to collect payments for Extra Duty online 24X7X365 payments.
- G. We take payments over email, phone, direct deposit and more. This also helped to reduce traffic coming to the window.
- H. We launched Accounting over the cloud and gave access to the Comptroller's office to see all accounting directly thus increasing transparency.
- I. We work Overtime and we do not bill the City for OT. We are processing 58% more than 6.2 Million Dollars annually. Our site administrators work more than 40 hours per week on site and we include this in you price.
- J. We hired a courier in 2013 to pick-up and deliver checks that are presented to the central hiring office and brings them to the Avalon IT Systems office on E. Main Street, 5 days per week to ensure deposits are made on a timely basis.
- K. We have had less than .001 percent error rate on invoicing and payroll on 27.6M processed to date.

6. We have a full team of people who will remain on the account to continue to manage the services outlined in this response to the RFP for the City of Stamford are listed below. They are the same people who service you now.

Managing Director: Fernando E. Alvarenga. 19 Years running a small business in Stamford CT. Including the administration of external books for over 13.5 Million dollars in transactions annually. Technology and Business Consultant to multiple mid-size and small businesses with a Bachelor's Degree in Business Administration from Sacred Heart University in Fairfield, CT.

Police Extra Duty Administrator: Alison Tosches, Strong organizational skills, office management, experience in Payroll, Records Administration, Collections, Customer Service, Administrative Support.

Accounting: Susan Zaldana, Over 15 years of Accounting, Payroll Processing, Collections, Invoicing, Reporting and Bookkeeping, and administration experience. Bachelors Degree from Rutgers University.

IT/Back up Administrator: Ludwig Rivera: Over 15 years in IT Supporting technology, including hands on experience with Intuit Software, Hardware, Windows, Web Based Systems. Back-up Administrator for on-site Extra Duty Administrator with experience in office management, experience in Payroll, Records Administration, Collections, Customer Service, Administrative Support.

Manager: Bury Barbier, is a Graduate of Central Connecticut State University with a concentration in Finance. Mr. Barbier has been in the Financial Services industry for over 15 years. He started his career as a Financial Advisor with Smith Barney in New York City. Mr. Barbier specializes in consulting and advising small to mid size businesses in all aspects of managing their growth potential. These services consist of business plan development, capital requirements, retirement planning and strategic planning to help insure future success.

Courier: John Johnson, provides daily pick-up and delivery of checks from police station to Avalon IT office for daily depositing.

7. Samples of reports are provided as Exhibits A-E.

GOALS

At Avalon IT Systems we want to keep on building on what we have already built to give you an even better experience in 2016 and beyond. We love what we do, we are passionate about incorporating positive change and as Stamford residents we believe in making a positive difference for our Officers, Citizens and Businesses. We will keep the same team that supports you now and thus a transition won't be necessary. If our work at Stamford Police is valued and deemed the right fit again, we will continue to work hard to earn our

place as the rightful administrators of Police Extra Duty Services. Below is a partial list of new things to come.

- I. in 2016 we will launch Search Engine Optimization (SEO) for the Extra Duty Website. www.hirespd.com. This will increase the amount of people paying online vs. the People coming in to the police to pay in person.
- II. www.hirespd.com takes mobile payments as a new feature rolled out in 2015 and in 2016 we will roll-out a new and improved easier mobile payment platform.
- III. Web Payments will be further enhanced to feature new payment choices for terms account holders, thus expanding payments for checks and collect even more online this is in an effort to keep giving our client multiple choices on payment and making it easier thus keeping AR balances owed low.
- IV. In 2016 we plan on rolling out an electronic means for police officers to enter time directly from their phone and for customer's to approve their time, rather than by manually signed time sheets.
- V. We believe these features of web-based accounting will save the City Significant amount of money resulting in a 10 year investment because if we are chosen again as the providers of services, we will include all upgrades and software support further eliminating the need to run another project to set up accounting and payroll software again.
- VI. In 2012-2013 City of Stamford paid us 84K over our yearly fee of \$193,847.00 in 2012/2013 to set up the software, website and convert the processes over to our system and thus if the city changes to another vendor, that investment will not benefit the city over the long term but rather the city will have to retrain another vendor and invest resources in implementing their systems for billing and payroll.

PRICE

Our all-inclusive fee and features/services to be rendered are described below:

1. We are keeping our price the same as the last three years and we will include all upgrades of software, support, and not charge for overtime for up to 12 Million Dollars of processing annually.
2. All-Inclusive fee including ongoing upgrades to billing software and www.hirespd.com website, on-site provided computer hardware and software, computer files back-up, web based systems; terminal based and phone based Credit Card Processing Systems, Electronic Invoice processing, Electronic Statement Processing, Electronic Check Processing, and mailing of Invoices, Mailing of Statements, PCI Compliance to protect users credit card information, web-site hosting, one Dedicated Person to work onsite and all back-office services that support Police Extra Duty Administration. Total Fee on a yearly basis: \$193,847.00 (billed on a monthly basis)

NOTE: The above fees assume that there will be over \$9.2 Million dollars (as there were in FY2015) in transactions annually not \$6.2 Million. Therefore this figure accounts for any overtime needed to process all transactions up to \$12M thus doubling the requirements and insuring there will be coverage should coverage exceed the estimated number of transactions.

PRICE PAGE

3. Below is the price for a three year contract. It includes all of the features/s described above and makes it easy to tabulate your cost over three years.

PRICE QUOTATION FOR THREE YEAR CONTRACT

YEAR	DESCRIPTION	PRICE
Y1	PROPOSED PRICE FOR ONE YEAR	\$193,847.00
Total		
Y2	PROPOSED PRICE FOR ONE ADD-ON YEAR	\$193,847.00
Total		
Y3	PROPOSED PRICE FOR ONE ADD-ON YEAR	\$193,847.00
	TOTAL CONTRACT PRICE	\$581,541.00

We hope the above sufficiently addresses the needs and scope of work outlined in your RFP. Should you require further information, please do not hesitate to contact us. 203-323-7000

