

**CITY OF STAMFORD  
PURCHASING DEPARTMENT**

**RFPs MUST BE RECEIVED ONLINE VIA PROCUREWARE BY THE DATE AND TIME OF  
RFP OPENING  
CONSTRUCTION RFP DESIGN / BUILD PACKAGE**

RFP Number:	2025.0297	
Title of RFP	City RFP - Automated Traffic Enforcement Safety Devices Services	
Requesting Department	Transportation, Traffic & Parking Department	
Contact for Technical Questions/Project Manager	Luke Bittenwieser, Transportation Planner, (203) 977-1742 or <a href="mailto:lbittenwieser@stamfordct.gov">lbittenwieser@stamfordct.gov</a>	
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Date of RFP Issuance	January 23, 2025	
Date of RFP Opening	February 27, 2025	
Time	11:00 A.M.	
RFP Deposit Required –		No
If yes, amount required		
Successful Proposers only – Performance & Payment Bond Required		No
If yes, Amount required		
Successful Proposers Only – Maintenance Bond Required		No
If yes, amount required		
Pre-RFP meeting or walkthrough		No
Mandatory		No
Date/Time		
Location		

The City of Stamford Connecticut, through its Transportation, Traffic & Parking Department, is seeking proposals from qualified vendors to provide turnkey implementation and management services for the City’s Automated Traffic Enforcement Safety Devices (ATESD) program. The scope of work is further delineated in the attached specifications and drawings provided for this project.

All terms and conditions, specifications and RFP forms are attached hereto. The lowest responsible Proposer may be required to attend a meeting with City officials prior to the awarding of the RFP contract.

## **Introduction**

The City of Stamford Connecticut, through its Transportation, Traffic & Parking Department, is seeking proposals from qualified vendors to provide turnkey implementation and management services for the City's Automated Traffic Enforcement Safety Devices (ATESD) program.

The selected vendor shall be expected to install, maintain, and manage all aspects of an ATESD program including the camera system and associated equipment, citation review portal, and management of citation issuance, mailings, and payment reconciliation.

The vendor shall comply with all applicable State and Local Laws as amended, Connecticut Public Act 23-116 (Appendix 1) and Chapter 231 Article XIII of the Stamford Code of Ordinances (Appendix 2) respectfully. Additionally, the vendor shall comply with all policies and regulations of the Connecticut Department of Transportation (CTDOT) (Appendix 3) and the City of Stamford.

## **Contract Agreement**

The selected vendor will be required to agree to and sign a formal written contract agreement between the City of Stamford and the vendor prepared by the Law Department of the City of Stamford. The contract and agreement will be null and void should there be any regulatory changes rendering the system illegal to operate.

The term of this contract shall be for a period of three (3) years, 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 three (3) one year periods.

## **Scope of Services**

### **Section 1- Background**

The State of Connecticut through Public Act 23-116 authorizes municipalities to use automated traffic enforcement safety devices (ATESDs) at locations within school zones, pedestrian safety zones, and other locations in such municipality pursuant to (1) an ordinance adopted by the municipality in accordance with the Act's requirements and (2) a plan approved every three years by CTDOT. The Act defines an "automated traffic enforcement safety device" as a device designed to detect and collect evidence of alleged violations of the ordinance by recording images that capture the license plate, date, time, and location of a vehicle that (1) exceeds the posted speed limit by 10 or more miles per hour or (2) runs a red light.

The City of Stamford Board of Representatives passed Ordinance Number 1305 on April 1, 2024 and was subsequently signed by Mayor Caroline Simmons and became effective May 10, 2024.

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Ordinance No. 1305 created Section 231 Article XIII of the City's Code of Ordinances which is the City's Automated Traffic Enforcement Safety Device enabling legislation as required by Public Act 23-116. Notably, this Ordinance only permits the use of Speed Safety Cameras and not Red Light Cameras within the City.

On June 3, 2024, the Stamford Board of Representatives passed Resolution Number 4286- Approval of Plans and Locations of Automated Traffic Enforcement Safety Devices authorizing the City to implement 14 Speed Safety Cameras at the following locations:

1. West North Street westbound between West Washington Avenue and Anderson Street;
2. West North Street eastbound between Anderson Street and West Washington Avenue;
3. Hope Street northbound between Mulberry Street and Mead Street;
4. Hope Street southbound between Mead Street and Mulberry Street;
5. Toms Road westbound between Hope Street and Overbrook Drive;
6. Toms Road eastbound between Overbrook Drive and Hope Street;
7. Strawberry Hill Avenue northbound between Hillandale Avenue and Holcomb Avenue;
8. Strawberry Hill Avenue southbound between Holcomb Avenue and Hillandale Avenue;
9. Glenbrook Road northbound between Ely Place and Crescent Street;
10. Glenbrook Road southbound between Crescent Street and Ely Place;
11. Cove Road eastbound between Duffy Street and Seaside Street;
12. Cove Road westbound between Seaside Street and Duffy Street;
13. Strawberry Hill Avenue northbound between Rock Spring Road and Colonial Road; and,
14. Strawberry Hill Avenue southbound between Colonial Road and Rock Spring Road.

The Transportation, Traffic and Parking Department (The Department/Department/TTP) is responsible for managing implementation and operations of the program. The Department's Traffic Enforcement Officers will be responsible for the review and final issuance of citations, the Traffic Signal Division will be responsible for the maintenance oversight of the system, and the Transportation Planning and Engineering Division will ultimately be responsible for the overall oversight of the program.

The Cashiering and Permitting Department is responsible for the management of all collections related activity following the transmittal of the citation data. Payment processing, noticing, the filing of civil judgments, and other collections related activity will be performed by the vendor in accordance with the State of Connecticut statutes and City of Stamford Code of Ordinances governing these actions under the direction of the Department.

Citation contesting will be the responsibility of the vendor. The first line of customer service will be the vendor. All citations should contain information that directs the violator to contact the vendor for this purpose. However, to increase customer service levels, the City's Cashiering and Permitting Department will also continue to handle any walk-ins as well as telephone/email requests that may reach their office. The vendor will be responsible to ensure that this arrangement is seamless and that all contested citation and Court reports are comprehensive and can be generated on demand in real time.

## **Section 2- General**

It is anticipated that the selected vendor shall phase in a fully operational system upon notice to proceed. The City, at its sole discretion, may add, delete, or revise any services proposed as a result of the proposal process at the time of contract negotiation. The City does not intend to purchase or perform installation of any equipment, hardware or software.

The general scope of this project is to provide the City with a complete turnkey ATESD program.

A desirable system shall include, but will not be limited to, the following: capture of multiple digital still photographs to include rear scene images; rear plate images; digital video internet review and approval; the ability to select from several triggering options; video and/or laser systems; and the capability to issue citations associated with speed violations.

The vendor shall coordinate its efforts with all City departments and other agencies affected by the project. The vendor will be expected to work closely with designated members of the Transportation, Traffic & Parking Department and the Cashiering and Permitting Department.

The following is a brief list of services the vendor will be responsible for supplying, maintaining, and/or completing:

- Installation and maintenance of a complete camera system, providing complete citation issuance and processing.
- Providing complete citation issuance and processing.
- Training of key City employees
- Provision, operation, and maintenance of a web based automated citation management system accessible via any computer, laptop or tablet with an internet connection. The vendor shall maintain redundant server systems to reduce the potential for an off-line communication failure between the vendor and the City of Stamford
- Data entry of citation (manual) and disposition data
- Implementing a public awareness/educational program.
- Information retrieval from the Department of Motor Vehicles (DMV), local and nationwide
- Automated fine escalation and late fee assessment
- The generation and mailing of Late Notices for unpaid citations
- Placement and release of DMV registration suspensions/holds (when applicable)
- On-line inquiry and update
- Provision of a Customer Service Call Center
- Receipt and posting of mail payments
- Creation of user accounts for recipients of the citations
- On-line cashiering
- Providing expert witness testimony in court as needed

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- Internet payment capability
- Court/Review Adjudication management and reporting
- Management and statistical reporting for the issuing agencies and the Court
- Automated Boot/Tow functionality and integration with the City's self-release booting contractor.
- Ad Hoc query and reporting
- Complete citation processing and collections activity audit trail
- Follow up collection on delinquent ATESD citations
- Interfaces to other sub-systems as required by the City during the course of the contract, such as the Oracle ERP system. Vendors must list all other software their respective system can be and/or has been integrated with in past applications with other government agencies.
- Digital Imaging
- On-line appeals – primary and escalation

The successful vendor must meet the following requirements:

1. Provide a turnkey Web-based system capable of processing and collecting City regulated fines, fees and taxes for in-state and out-of-state vehicle owners with ATESD violations.
2. Maintain current and historical vehicle information that expedites the towing/booting or notification to officers of vehicles having received three (3) or more unpaid ATESD citations or have \$245 in outstanding delinquent ATESD fines. Immediate and continued integration with the City's booting contractor is imperative. Values and parameters are subject to change.
3. Provide on-line query and ad-hoc reporting access. The online query or ad-hoc reporting tool must directly access data in the master database to provide accurate real time information.
4. Provide a variety of managerial reports. These will include the type and status of citations, revenue collection data, exact number of unpaid citations, etc. All reports must be exportable into a usable excel format
5. The vendor shall implement and provide, free of charge, all necessary training and instruction on the vendor's system. Proposals should provide a description of the training sessions available during the pre-implementation, implementation, and ongoing support phases of the project. Vendor shall at a minimum supply an administrator on site for the first week of operation to provide onsite training and troubleshooting capabilities. Administrator shall be available for training of all officers on all shifts (7am – 12am). Additional training for City staff shall be made available online if needed.

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6. The ability to process credit card payments for ATESD citation fees and fines. The ability to process payments over the Internet. Vendors must meet all current PCI DSS multifaceted security standards that include requirements for security management, policies, procedures, network architecture, software design and other critical protective measures. Vendors are also responsible to update any standards immediately as they change or are updated.
7. The ability to access real-time citation information on-line and to pay the citation on-line. Users shall be able to create an online account that saves information based on license plate(s) with notification ability on all citation activity.
8. Services shall provide for the timely collection of fines from ATESD violators whether they are currently located in-state or out-of-state.
9. The vendor shall identify and report necessary or beneficial policy and procedure changes. The City will have final decision on all changes made.
10. The vendor shall develop an implementation plan and submit it for City approval within 30 days of notification of award and be prepared to start contract within ninety (90) days from written notice to proceed.
11. All information pertaining to the issuance, processing and/or collection of ATESD citations will be the sole property of the City of Stamford. The Vendor shall provide the City with a monthly reporting of ATESD citation information sufficient to provide an electronic audit of all processes pertaining to ATESD citation collection operations.
12. The vendor must have the capability to integrate existing systems data with the system proposed.

All ATESD violation information supplied to the vendor by the City through any means, the history of any such violation recorded or processed by the vendor, the names and addresses of such vehicle owners (regardless of source), and any and all information regarding the City's ATESD violations records shall remain the exclusive property of the City. Upon termination of this contract by either party for any reason, all files and information shall be returned to the City in such format as the City may specify at no cost to the City. Vendor's failure to comply shall result in the City taking any and all legal action to recover such information at the vendor's expense.

The vendor agrees to hold the City harmless in any action arising from the use or misuse of any information supplied by the parties under this agreement.

## **Section 3 – Specific Requirements**

### **ATESD CAMERA SYSTEM REQUIREMENTS**

The vendor shall meet the below requirements for speed safety cameras (also known as speed cameras) and provide information, if available, on red light camera operations.

Additionally, if the vendor supplies and provides vehicular noise recognition and detection systems, information regarding that system may be provided. The City is not currently pursuing such technology; however, for future proofing, the City requests any information a vendor may have on the topic. If a vendor does not supply such technology, it shall not have an impact on the selection of the vendor.

The vendor shall provide detailed operations specifications for the ATESD system including method used for measuring speed, camera system, license plate reading system, communications system, power system, and other associated systems.

Use of camera/video equipment that is capable of taking high resolution images and video necessary to meet the Program needs is required. The vendor must detail the image quality specifications and provide real sets of violation image examples captured in daytime, nighttime and during inclement weather, and during times where sunlight is pointed in the direction of the camera.

The system should use a combination of high resolution still images and full motion digital video technologies. The equipment should be capable of gathering traffic data for statistical analysis, including traffic count data. Remote accessibility of images and data is required. The equipment should be capable of deployment in a wide range of operating conditions, such as, heavy traffic volume, any common weather condition found in the Northeast United States (snow, rain of any intensity, sleet, fog, mist, frozen rain, hail, smog/haze, and other weather conditions), road surface configuration, and across four moving lanes of traffic. Nighttime vision must have a flash system or other lighting beyond relying on ambient light on the road. The equipment must be tamper-proof with the camera housed in an enclosure that is climate controlled to provide optimum operation and functionality.

The camera unit must produce images which contain the following:

- Scene of location where violation occurred.
- Motor vehicle during violation.
- Display of rear license plate of vehicle.
- Plate must be readable from the main image.
- Day, month and year of the violation.
- Time of the violation in hours, minutes and seconds.
- Address location of violation.
- Frame sequence number.

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- Imprint of all information along bottom edge of the frame shall not obstruct the violation image.
- Color images are required.
- A system that can reduce the effects of license plate covers is preferred.

The camera unit must produce a video clip option as supporting evidence provided by the still images.

The vendor shall be responsible for the supply, implementation and continuing performance of the hardware, software and support services described herein. The City requires an automated photo citation system that uses digital imaging technology. The City prefers a system which combines both digital still images and full motion video. However, the City will review and evaluate all proposals on their individual merit and select the proposal that best meets the needs of the City.

All equipment will remain the property of the vendor and shall meet the following requirements:

- Vendor shall provide, install, and maintain all equipment.
- System shall provide traffic data including but not limited to number of vehicles passing through the camera area, average and 85<sup>th</sup> percentile speeds, and 10 mile-per-hour pace.
- Still images shall have a very high resolution on each picture.
- Video shall be of at least 1080p and up to 30 fps.
- The system shall include DVR capabilities.
- All equipment used shall be NDAA compliant and not be blacklisted.
- All data/video shall not be distributed or used without the City's written consent.
- The infrastructure shall be minimal so as not to pollute streetscapes.
- Preference will be given to non-intrusive detection technology that minimizes any damage to City roads when detecting violators.
- Preference will be given to vendors that can provide other safety and security solutions and options that are of interest to the City.

The vendor shall manage all Freedom of Information Act Requests as required by State Law.

All cameras installed under this agreement shall be from the same manufacturer and be the same make and model.

### Installation and Maintenance of Equipment

The vendor will be responsible for installing approved equipment and ensuring that the areas are phased in as scheduled and operating properly. The City may reasonably expand the program to add locations during the term of the contract. The City may also require either

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temporary or permanent relocation of any of the cameras to meet changing needs. The City will direct the installation of all ATESD locations with final siting of camera systems to be determined by the City.

Work performed within the public rights of way shall meet all applicable City and State standards for construction, including but not limited to, those pertaining to traffic control. The vendor shall be responsible for submission of all applicable permits (any City permit fees will be waived) and a fully licensed and insured contractor shall perform said work.

The vendor will be required to warranty and maintain the cameras and all associated equipment in proper working order. The operation of all cameras and equipment will be reviewed on a regular basis and a routine schedule of preventive maintenance and cleaning will be required to be performed by the vendor.

While the vendor will handle all day-to-day maintenance activities, the vendor will be required to train City personnel in the maintenance and operations of the camera units for informational purposes. Selected City personnel shall have full Administrative System access.

The vendor shall be on-call 24/7 and able to respond to any emergency call within an hour of being contacted.

The vendor shall have three (3) business days to fix any damaged or broken equipment.

The vendor shall be required to calibrate and certify the operations of the system at the Vendor's sole cost per the applicable state and local guidelines. Calibration and quality assurance checks shall be conducted by a third party. Calibration shall occur 90 days in advance of the expiration of the camera's calibration certificate.

### CITATION PROCESSING SYSTEM

The vendor shall install and maintain software required to process, issue, and track citations and payments. The vendor shall have the capability to generate clear, easily identifiable images for the citations/violations, allowing an unbiased individual to determine fault, including extenuating circumstance that may be relevant to the violation.

The vendor shall be required to accurately capture images, establish a chain of custody for the image medium and process and issue citations for photo enforcement violations in accordance with City policies and state law. In order to issue citations to registered owners in good faith, the vendor must establish a connection with all regulatory authorities.

The vendor shall provide staff to screen the captured images daily, shall screen out those that are clearly not violations, and then send the rest to the Department for review.

The vendor shall provide an audit report for all screened and removed violations detailing the reason for the violation being screened and not sent to the Department.

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The Department will have personnel assigned to review each citation and make the determination if a violation occurred. The determination will be sent back to the vendor to issue the citations within an agreed upon time period.

For its processing services, the vendor shall utilize a fully tested, functioning ATESD Citation Management System (System). The System shall comprise of all hardware, software, database management, communication networks, reports, forms, notices, and support services. In addition, the System shall be compatible with the City's network infrastructure.

The vendor shall provide support services to include: citation review and screening, citation mailing, data entry, error correction, and document storage, mail payment processing, registered owner acquisition, noticing, report generation and distribution, audit and control processes, quality assurance, telephone and correspondence processing, citation voiding, and operational management of those functions. All services shall be conducted within a reasonable window of time.

The vendor shall also provide sufficient staff with the required expertise to support System applications and its ongoing operation, maintenance and enhancement. In addition, the vendor shall maintain strict control of the privacy, integrity and safety of all data stored or processed under the terms of the contract (see Privacy section).

The System shall be web-based and accessible from all City desktop PCs, mobile and tablet devices and at any workstation in use by a user given privileges by the City. The system shall be compatible with all major internet browsers, including but not limited to Internet Explorer, Chrome, Firefox and Safari.

- In an effort to leverage the most current technologies, the City of Stamford will give preference to hosted 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
- Service Level Agreements will be required for access and application up time based on industry best practices and standards.
- 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 and services must be provided by facilities located within the United States. No offshore data storage or services are acceptable.
- All data provided to or created by the system will be the property of the (City) in that it may be requested of the vendor in the form of an extract or download in a format that is usable by the (City)

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- 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.
- In the case of a system that is hosted by the vendor, 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

### CITATION MAILING

The Vendor must provide citation generation and mailing services to the City. Citations must be generated within a period specified by the City of Stamford. The Vendor shall follow best practices procedures and any and all State Statutes and regulations.

All ATESD citations for the specific plate and person(s) must be included. All unpaid motor vehicles taxes for each respective vehicle may be added at a later date; currently Stamford does not practice this.

Vendor will be responsible to program all required fine and penalty escalation logic in accordance with Stamford specifications. All notice language will be programmed in accordance with Stamford specifications for the various types of notices.

The following data will be included on the Stamford citations:

1. The name and address of the owner of the motor vehicle;
2. The number plate of the motor vehicle;
3. The violation charged;
4. The location of the automated traffic enforcement safety device and the date and time of the violation;
5. A copy of or information on how to view, through electronic means, the recorded images that captured the alleged violation;
6. A statement or electronically generated affirmation by the employee who viewed the recorded images and determined that a violation occurred;
7. Verification that the automated traffic enforcement safety device was operating correctly at the time of the alleged violation and the date of the most recent calibration check performed pursuant to the Public Act;
8. The amount of the fine imposed and how to pay such fine; and
9. The right to contest the violation and request a hearing pursuant to section 231-90 of the City Code of Ordinances.

Additionally, information about the City's Vision Zero program shall be included on all mailed citations.

Citations are to be mailed first class and include a return envelope, which is pre-addressed to the City of Stamford's designated remittance processing address. The System shall have the ability to prepare multiple citations, composite notices by license number, and notice of partially paid citations. The system shall maintain a record of all citations mailed and their mail dates. The System shall enable the user to access on-line all citations by citation number, license number, date mailed, and the status of violations as they proceed through the citation and collections cycles. Listings shall accompany the production of notices for quality assurance purposes. Notices shall be produced and sequenced for lowest mailing costs. Postage for the notices will be paid by the vendor and forwarded to the City for reimbursement.

The vendor shall be responsible for issuing citations. The vendor shall research the mail addresses on all return mail, and re-mail a notice to the correct address within five (5) working days of receiving the returned mail. The vendor shall provide for the forms and postage for these delinquent notices. The City will reimburse vendor for postage.

In the case of an alleged violation involving a motor vehicle registered in Connecticut, the citation shall be sent by first class mail not later than thirty (30) days after the identity of the owner is determined and shall be mailed to the address of the owner that is in the records of the Department of Motor Vehicles. In the case of an alleged violation involving a motor vehicle registered in another jurisdiction, the citation shall be sent by first class mail not later than thirty (30) days after the identity of the owner is determined and shall be mailed to the address of the owner that is in the records of the official in the other jurisdiction issuing such registration.

#### PAYMENT PROCESSING

Vendor shall provide to the City a mechanism for payment processing that include:

1. Integration with the City's revenue collection system, Teller, for in-house payments.
2. Collection of ATESD citation remittances received via mail.
3. Enter and process payments received within one (1) business day, including opening all mail received, verifying payment amounts, updating database/computer records, and making daily bank deposits.
4. Report to City of Stamford of bank deposits with citation payment detail on daily basis.
5. Vendor must track, report and log rebilling on partial payments, checks returned for insufficient funds, vehicle change of ownership, and leased vehicle information.
6. Vendors shall propose a process for the collection of citations from lessees or vehicle renters, which are returned to collecting agency by registered owner claiming lessee/rental as a defense against violation within a timeframe to be negotiated with the City of Stamford.
7. Vendor shall propose a follow-up process for the collection of those delinquent violations issued to out-of-state and in-state licensed vehicles, which do not pay the fines and are designated as delinquent subject to negotiation with the City of Stamford.

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8. Vendor shall propose a Collection Process as DMV purges holds from their files or as holds are rejected because of transfers or make mismatches.
9. The System shall accept citation dispositions and payments on-line and this information should be posted in real time. The Vendor shall provide equipment and staff to process mail-in payments, as well as receive, research and answer telephone and written inquiries from the public. The System shall provide various access and approval levels necessary to protect information.
10. The System shall also have the capability of updating a payment or disposition before posting the original citation.
11. Include no name and mail hold status reports on a monthly or as needed basis along with course(s) of action to obtain the required information for proper billing and collections
12. The Vendor shall make available to users of the system to create an account based off of person or plate that will store information such as plate, address and contact information.

### DATABASE AND DATA ACCESS/RETRIEVAL

Vendor shall provide the City of Stamford with on-line, real-time access to vendor's database on a 24/7 basis 365 days per year. Any required system maintenance shall be performed after 12:00 PM and before 7:00 AM.

The System shall process produced citations. Electronic citation data shall be available on-line within 24 hours of date of issuance.

The City of Stamford shall have connections through the internet for access at any location. The system shall be web based and use restriction shall be monitored through account privileges.

The on-line inquiry system must provide the City of Stamford with real-time access through Citation Number, Vehicle License Number, and/or Registered Owner Name or Address to all citation information including registered owner name, address, license number, citation number, make and model, payment information and history, and any administrative adjudication correspondence history. The system shall be capable of saving all information into a user account.

The vendor will be required to install and maintain a Development Instance of the database. This instance will run in parallel to the production environment. The development environment will be a 'snapshot' of the production environment and mirror the features and functionality of the production environment. The City will have access to the development environment. The Development environment will be utilized by the City and vendor personnel for testing, validation of new features, functionality and training of new personnel.

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Vendor shall provide an Integrated Voice Response (IVR) System and an Internet Payment (IPAY) service capability for citation inquiry and credit card payment processing.

As the City is currently evaluating exactly how many seat licenses will be required for this system, each vendor shall list the cost of each seat license on a per unit basis and identify and reduction in pricing based on volume. The City will also need an unlimited number of user accounts for access to the system.

### DEPARTMENT OF MOTOR VEHICLES (DMV)

Vendor must interface with local DMV to obtain registered owner information. At least two (2) documented attempts must be made to obtain this information. When the citation becomes delinquent pursuant to City of Stamford ordinance, the registered owner name shall be on file and available for the automatic generation of a Delinquent Notice.

Vendor must have ability to retrieve data on-line from the State DMV and access registered owner information, validate DMV makes upon return of DMV information to ensure proper make of vehicle issued citation and DMV payment information.

Vendor must have the ability to retrieve registered owner information from all 50 US States, the District of Columbia, and Canadian Provinces (where legal). It is recommended that the vendor maintain a license with the National Law Enforcement Telecommunications System (NLETS) to overcome any obstacle in retrieving owner information. Vendors must clearly indicate if they maintain this license.

A DMV Hold Notice (where applicable) shall be transmitted to the DMV on all vehicle registered owners who have not complied with the Notice of Intent. An edit check shall be made to correct any discrepancies. A DMV hold will be placed on the registration for those vehicles for which no response to the notice was made within five (5) days of the time allowed by law.

A Release of DMV Hold (where applicable) shall be transmitted to DMV if payment of a citation previously submitted to DMV for Hold is received by the Vendor.

### DELINQUENT and LATE NOTICE GENERATION and MAILING

The Vendor must provide citation collection services to the City, as well as generate and mail all notices. Notices must be generated within a period specified by the City of Stamford. The Vendor shall follow best practices procedures and any and all State Statutes and regulations.

For all notices, all outstanding ATESD citations for the specific plate and person(s) must be included. All unpaid motor vehicles taxes for each respective vehicle may be added at a later date; currently Stamford does not practice this.

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Vendor will be responsible to program all required fine and penalty escalation logic in accordance with Stamford specifications. All notice language will be programmed in accordance with Stamford specifications for the various types of notices.

The following data will be included on the Stamford notices:

- a. Registered owner name and address
- b. Vehicle license number
- c. Vehicle make
- d. ATESD violation issue date, number, and time
- e. Location where ATESD violation was issued
- f. Issuing agency
- g. Violation and description
- h. Information on how and where to make payment
- i. Total amount of payment for listed citations
- j. Consequences of non-payment (tow/boot, penalties and DMV hold)
- k. Contact information including toll free telephone number and website address
- l. Motor vehicles taxes due for the plate holder on all vehicles (not currently)
- m. Other (capability to add additional data at a later date)

In conjunction with the generation of Notices, a Notice Register will be generated listing, by state/plate, all citations for which a notice is prepared. Information contained on the notice register will reflect the information contained on the notice.

Each plate holder's file must contain documentation of all noticing, whether via mail or phone. Written notices are to be mailed first class and include a return envelope, which is pre-addressed to the City of Stamford's designated remittance processing address. The System shall have the ability to prepare multiple notices of delinquency of individual citations, composite notices by license number, and notice of partially paid citations. The system shall maintain a record of all notices mailed and their mail dates. The System shall enable the user to access on-line all notices by citation number, license number, date mailed, and the status of violations as they proceed through the noticing and collections cycles. Listings shall accompany the production of notices for quality assurance purposes. Notices shall be produced and sequenced for lowest mailing costs. Postage for the notices will be paid by the vendor and forwarded to the City for reimbursement.

The vendor shall be responsible for issuing notifications. The vendor shall research the mail addresses on all return mail, and re-mail a notice to the correct address within five (5) working days of receiving the returned mail. The vendor shall provide for the forms and postage for these delinquent notices.

### CUSTOMER SERVICE

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A toll-free telephone number shall be provided for the public to make inquiries. Such inquiries shall be responded to within 24 hours of the query.

Vendor's Customer service representatives shall be available during normal business hours of 8:30 AM until 5:00 PM to provide instructions and information on general ATESD policies and procedures, to handle complaints, and explain the administrative adjudication process of the City of Stamford.

The public shall have encrypted or secure Internet on-line inquiry access (IPAY) by citation number.

The vendor shall provide to the public the means, via an IPAY service at no cost to the City of Stamford. IPAY must be available 24 hours per day, 7 days per week. Features must include:

1. The ability to pay for ATESD citations with credit card, debit card, PayPal or by check.
2. The ability to review the status of a ATESD citation. This shall include, but not limited to:
  - a. Open (Unpaid and never suspended)
  - b. Paid
  - c. Partially Paid
  - d. Dismissed
  - e. Upheld, pending payment
  - f. Contested
  - g. Pending Hearing
3. Ability for citizens to contest citations on-line by completing a form online to provide the necessary violation information, stating their grounds for dismissal, and electronically attaching supporting evidence such as photographs, documents, and other materials. This information is then batched and queued for adjudicator review. These online submissions will be integrated into the processing services workflow, including all levels of authorization for adjudication, and batched and queued for adjudicator review. The system will prompt appropriate users with work lists. The website will have the ability to generate an automated email confirmation that the request was received. Additionally, the system will be capable of producing automated emails that informs the citizen of the outcome of the review.
4. In an attempt to reduce the volume of frivolous hearings, the images captured by the ATESD will be presented to the public through the web page when a hearing for an individual citation is requested on-line. Images will be retrieved and displayed when the violation number and license plate are entered (personal information is not disclosed for privacy reasons). The webpage showing the images will include a link to the pay-by- web page to encourage and facilitate prompt payment of the fine.

Refunds: the vendor shall provide online, real-time information/data to the City of Stamford in order to validate refund balances specific to a request for refund on a registered owner or a specific citation.

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Vendor will void original citations when requested by the City of Stamford. The City of Stamford shall not pay for citations received and/or paid for at City offices.

### CITATION REVIEW/COURT SCHEDULING and NON-COURT REVIEW PROCESS

Vendor shall provide for the scheduling, tracking and support services for the Court review and/or hearing process. Vendor will maintain a database of all review and/or hearing requests received showing current status of each request, integrated with ATESD citation issuance and processing system(s).

Review and/or hearing requests must be entered into the system(s) and suspended within two (2) business days from date of receipt.

Vendor shall forward all inquiries regarding citations in the reviews and/or hearings process to the City of Stamford for determination.

Vendor will schedule all Court review and/or hearings upon request and forward schedule to the City of Stamford. The City of Stamford will provide the actual review and/or hearing officer for the reviews and/or hearings. The City will directly enter the results of the court/review process into the Citation Management Processing System.

### BOOTING

The City currently uses Paylock as their self-release booting subcontractor. The vendor's system shall enable the City's staff to perform the following on-line inquiries, updates, and processes:

1. On-line inquiry of habitual violator status within the citation database;
2. Lists of violators eligible for booting;
3. Inquiry by:
  - a. License plate number
  - b. Vehicle owner's name
  - c. Vehicle Identification Number (VIN)
  - d. Citation number
  - e. City of residence
  - f. Make and Model

Both the Tow and Boot system modules will enable the City of Stamford, its towing and booting contractors to track the status of vehicles from the point of apprehension to the point of release or disposal. All data must be compatible with the City's LPR system. The requisite notices will be generated at designated milestones within the City's custody of the vehicle.

### TOWING

The successful vendor must provide the capability of providing networking services for the City's authorized agent/s regarding towing and booting. Paylock is currently the authorized booting agent of the City of Stamford.

The System shall enable the City's staff to perform the following on-line inquiries, updates, and processes:

1. On-line inquiry of habitual violator status within the citation database;
2. Lists of violators eligible for towing;
3. Ability to track authorization of tow by individual
4. Inquiry by:
  - a. License plate number
  - b. Vehicle owner's name
  - c. Vehicle Identification Number (VIN)
  - d. Citation number
  - e. City of residence

This module must include the ability to integrate and update, on a daily basis, motor vehicle taxes due along with outstanding ATESD citations. Data sent must be compatible with the City's LPR system.

In an effort to provide increased levels of customer service to those individuals who have been towed, the City requires the capability of accepting payment for all fees due (citations, boot/tow fee, and/or taxes) at the point of vehicle impoundment. This requires a real time online cashiering terminal with the same online capabilities as those found within City offices. All information required for the release of a towed vehicle should be available at this terminal. This terminal should have the ability to accept cash, credit and debit cards.

This terminal, placed at the authorized agent location(s), should maintain the same level of reporting capabilities as those placed at City of Stamford offices and shall be password level protected to allow access to specific modules as determined by the City of Stamford.

### FORMS

All forms, delinquency and late notices, and correspondence shall bear the City of Stamford seal and information and conform to all applicable state and local laws and regulations. Prior approval by the City of Stamford shall be obtained before use of or changes to any such forms or notices.

### ON-LINE CASHIERING

The vendor shall provide the ability to install on-line cashiering equipment at the City's Accounts Receivable Department for accepting over-the-counter payments for citations and

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residential permits, providing receipts, updating the citation status, and controlling and balancing cash receipts. The equipment shall operate in a real time on-line mode and shall enable user access to the citation number, permit number, license plate number, and vehicle owner name. The equipment shall apply all payments and adjustments directly to the database on a real-time basis.

The equipment shall be equipped in such a manner as to provide continuous cashiering operations in case of computer or communication outages.

The cashier equipment shall enable the user to perform the following transactions:

- Payment of an individual citation.
- Payment of selected citations issued to a given license plate.
- Payment of all citations issued to a given license plate number with a single entry.
- Payment of all boot, impoundment and storage fees.
- Printing of a receipt, which displays all citations or permits paid and total amount paid.
- Display of fund totals collected by cashier in the following categories: cash, check, money order, and credit card.
- Adjustments of amounts paid.
- Listing of all payment and adjustment entered.

Audit Control Facilities – The cashiering equipment shall possess the following audit control features:

- Balancing a computer-produced cashiering report to the log printed on the cashiering terminal.
- Password sign-on, by operator.
- Daily balancing of separate reports by individual operators.
- Segregation of cash, check, and money order, receipts in balancing totals.
- Operator ID retained in every transaction.

### COLLECTION FOLLOW UP

The vendor must provide citation collection services to the City. The vendor will be responsible to program all required fine and penalty escalation logic in accordance with Stamford Municipal Code of Ordinances. All notice language will be programmed in accordance with Stamford specifications for the various types of notices.

The following language shall be included on all notices:

- a. Notice Number
- b. Mail date
- c. Citation issue date and time

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- d. Citation number
- e. Location of violation
- f. Violation code
- g. Fine amount
- h. Penalty amount
- i. Total due for all listed citations
- j. All citations and motor vehicles taxes due for the plate holder on all vehicles
- k. Other (capability to add additional data line at a later date)

In conjunction with the generation of Notices, a Notice Register will be generated listing, by state/plate, all citations for which a notice is prepared. Information contained on the notice register will reflect the information contained on the notice.

Each plate holder's file must contain documentation of all noticing.

### SYSTEM IMPLEMENTATION, TRAINING & MAINTENANCE

The Vendor shall:

1. Conduct site surveys and prepare sites as necessary for installation and operation of the System.
2. Oversee installation of required communication lines.
3. Install all hardware and software at the City sites mutually agreed upon, in conjunction with City Information Technology staff, and initialize the System.
4. Perform unit and interface tests on the installed hardware and communication lines.
5. Develop a test system designed to aid in the training of various personnel throughout the implementation and operations phase of the project. This system shall be separate from, but parallel to, the operational version of the System to facilitate hands-on training without the possibility of inadvertently affecting live data on the actual production database.
6. Develop user manuals containing procedures relating to the ongoing operation of the System.
7. Train specified City personnel in the use of the System. Conduct ongoing training of City staff in the operation and maintenance of the System.
8. Create and validate databases.
9. Start up and monitor the entire System, taking immediate corrective action on areas that are not operating in accordance with the requirements contained herein.
10. Provide system management reports to the City on a regular basis to aid in monitoring system performance.
11. Respond immediately to reports from the City of system failure and take corrective action.

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- a. Vendor will be responsible for all revenue lost due to untimely response to System failures.

### REPORTING, PRIVACY, DATA MANAGEMENT, AND PURGING OF DATA

The City shall own all data.

All data management and reporting shall conform to all applicable State and Local laws, codes, and ordinances, and the City of Stamford's Automated Traffic Enforcement Safety Device Private Policy dated April 7, 2024 and as amended (appendix 4).

Vendor shall provide a full complement management reports for the City of Stamford. Time range on these reports shall be available for any desired range of the City's choosing. The City shall have full accessibility to all data at all times. The Vendor shall provide in its proposal examples/samples of all standard reports in its database, including electronic online reports, as well as the following:

1. Report of revenue collected for a selected time period, report of citations issued and fine.
2. Status reports on all ATESD violations processed
3. Payment report identifying collection results by month in which ATESD violations issued, to also include delinquent notices and DMV holds
4. Status report of open and closed ATESD violations
5. Aged Accounts Receivable Report
6. Citation issuance reports, including gap analysis, first and last issuance, and issuance mapping

### Reporting Requirements

The City must have the ability to run and print all standard management reports in real-time at the any computer, laptop or tablet accessible by any person(s) with proper account privileges.

The system shall have the ability to have the running any report chosen by the City automated and sent to a specific email account or printed at a City location.

The vendor shall provide the following data reporting information as per State Law and as applicable:

1. The number of violations of CGS 14-218a, CGS 14-219, and CGS 14-299(b)(3) that occurred at the locations where such automated traffic safety devices were installed at least 1 year prior to the use of such devices;

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2. The number of violations where a motor vehicle exceeded the posted speed limit by ten or more miles per hour that were captured at such locations by an ATESD.
3. The number of violations where a motor vehicle failed to comply with CGS 14-299(b)(3) when facing a steady red signal on a traffic control signal that were captured at such locations by an ATESD.
4. A description of situations where recorded images could not be used or were not used.
5. The number of leased or rented motor vehicles, out-of-state motor vehicles or other vehicles, including trucks, where enforcement efforts were unsuccessful.
6. The amount of revenue from the fines and associated fees retained by the municipality, including the percentage of fines collected from residents and the percentage of fines collected from non-residents.
7. The cost to the municipality to use an ATESD.
8. The number of motor vehicles that were subject to one citation, two citations, three citations or four or more citations.
9. In the case of an ATESD that records images of motor vehicles failing to comply with the provisions of subdivision (3) of subsection (b) of Section 14-299 of the CGS when facing a steady red signal on a traffic control signal, the number of citations at each location that were issued to motor vehicles making a right turn, to motor vehicles proceeding through the intersection and to motor vehicles making a left turn.
10. Data regarding how many citations were issued, how many hearings were requested and the results of any such hearings.

### ***Citation Issuance Control***

Reports must include, but not be limited to, the following:

- Number of citations issued per individual camera broken down by any length of time
- Number of violations detected by the system that were screened and not forwarded to the Department including reasoning as to why.
- Number of appeals submitted, rejected, and granted along with the stated defenses
- Ticket Issuance by Officer: Displays the number of tickets issued by each officer.
- Ticket Disposition by Officer: Displays by issuing officer, the tickets issued, paid, dismissed, unmatched at DMV, and voided.
- Issuance Performance by Officer: Provides a summary of ticket writing errors by officer.

### ***Traffic Data***

Reports must include, but not be limited to, the following traffic data going back any length of time filtered to any length of time per camera:

- ADT
- Average and 85<sup>th</sup> percentile speeds
- 10 MPH pace

### ***Towing***

Reports must include, but not be limited to, the following:

- Tow Activity Report.
- Issued monthly.
  - Sorted by company, reflects how many vehicles were towed, the date towed, where the vehicles were towed, the number of citations outstanding against individual vehicles, the value of the citations, and the date the citation was paid.

### ***Monthly Summary Management Report***

Information required on these reports includes, but not be limited to, the following:

- Monthly and year-to-date fine collections;
- Monthly and year-to-date new citation processing;
- Monthly and year-to-date dismissals and suspensions;
- Number of void/cancellations for the current month and year-to-date by citation type;
- Number of complaints received for the current month and year-to-date.

### ***Ad-hoc reporting requirements***

The System shall possess a user-friendly report writer feature to allow the City to query and generate ad hoc reports on-line. Vendor shall provide on-line query and ad-hoc reporting access. The online query or ad-hoc reporting tool must directly access data in the master database to provide accurate real-time information. All reports must be exportable into a usable excel format.

### ***Purging Of Data***

All Personally Identifiable Information (PII) which is defined as "Information created or maintained by the city or a vendor that identifies or describes an owner and includes, but need not be limited to, the owner's address, telephone number, number plate, photograph, bank account information, credit card number, debit card number, or the date, time, location, or direction of travel on a highway," shall be destroyed not later than thirty (30) days after

any fine is collected or the resolution of a hearing document for the alleged commission of such violation, whichever is later.

The vendor shall demonstrate their ability to comply with these requirements. Vendors unable to comply with this requirement will not be considered.

### Management Dashboard

To optimize the utility of violation and other data for the Transportation Department's management staff, Vendor will generate customized graphs, bar charts, pie charts, scatter-plot diagrams, conical diagrams, and many other presentations of program data that allows for the rapid identification of performance trends. Additionally, all data shall be exportable to a usable excel format. The reporting "dashboard" will be set as the home page for designated City users. The dashboard will provide up-to-date information on performance, including activities by day, month-to-date, year-to-date, and graphic illustrations to identify the year-to-date trend as compared to the prior year.

### Security

The Vendor shall possess security features that limit System access to authorized personnel. The System and its procedures shall contain audits trails and controls to account for all dispositions, notices, transactions, and payments, from citation issuance through final resolution and archiving. Additionally, the Vendor shall establish and maintain procedures in all data control areas that will reduce the opportunity for an employee to damage, alter, or compromise data.

## **SYSTEM SUPPORT**

For the term of the agreement, vendor shall provide on-going support to the City of Stamford for access and interface with the ATESD citation database and camera system.

Vendor shall provide an on-line user's manual, which includes systematic instructions for accessing computer database information, and a list and description of any codes used in screens accessed by the City of Stamford.

Vendor shall provide orientation and training on the use of software and the database. Vendor shall provide system backup procedures for system failures.

Vendor must provide a comprehensive system disaster plan.

Vendor must complete the repair and replacement of all hardware devices that fail to perform as specified. The vendor shall respond within one (1) working day of a reported equipment or software failure by providing the on-site technical support at the City's premises if the fault lies at a City site.

Vendor **must** be on-site the date of the system launch.

## **Section 4- Fee**

Vendors shall submit pricing for full turn-key service over the course of the initial three (3) year contract period based on the current 14 individual camera locations. Pricing should be broken down in a way that the City can clearly understand the costs of expanding the number of speed safety cameras, and possible future red light camera systems.

1. Itemize the cost of the proposed services. Include projected costs for the initial contract years and renewable contract years. The vendor must describe their plans to ensure the use of cost efficient methods for providing proposed service to the City.
  - a. **Fees may not be contingent on the number of citations issued or fines paid. Any vendor that submits a cost structure of this nature will be disqualified.**
  - b. *A reasonable fee per citation, not to exceed fifteen dollars (\$15.00), may be imposed for the costs associated with the electronic processing of the payment of a fine.*
2. The vendor must provide the City with an initial three (3) year contract price with three (3) additional one-year renewable terms.

## **Section 5- VENDOR QUALIFICATION**

**Vendor must demonstrate its history and experience in ATESD Operations.** Vendor shall provide a listing of all its corporate officers and the specific staff persons that will oversee and provide services to the City of Stamford.

Vendor will provide four (4) references showing experience providing similar ATESD operations. Information required;

- Contract start date
- Scope of services
- Number of active ATESD camera systems and citation volume per year
- Name, address, phone and email of contact person.

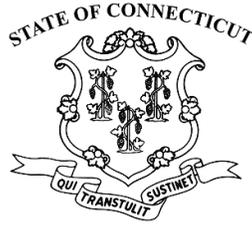
## **Section 6- VENDOR EVALUATION**

Evaluation criteria. Vendors will be judged based on their ability to satisfactorily demonstrate their ability to meet the following:

- Demonstrated ability to satisfy the requested scope of services (25)
- Professional qualifications and certification (20)
- Relevant and proven experience (25)
- Camera and system technology (20)
- Competitive fee structure (10)

Vendors may be required to demonstrate their camera system and technology in the field with a mock demo/test run.

# Appendix 1



## ***Substitute House Bill No. 5917***

## ***Public Act No. 23-116***

### ***AN ACT IMPLEMENTING THE RECOMMENDATIONS OF THE VISION ZERO COUNCIL.***

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. (*Effective from passage*) The Commissioner of Transportation shall study and make recommendations concerning the advisability of (1) permitting a person riding a bicycle to treat a stop sign as a yield sign and a traffic control signal with a steady red signal as a stop sign, and (2) amending subdivision (3) of subsection (b) of section 14-299 of the general statutes to prohibit a motor vehicle operator from making a right turn when facing a traffic control signal with a steady red signal. Not later than February 1, 2024, the commissioner shall submit the results of such study and the commissioner's recommendations, in accordance with the provisions of section 11-4a of the general statutes, to the joint standing committee of the General Assembly having cognizance of matters relating to transportation.

Sec. 2. (NEW) (*Effective from passage*) Not later than July 1, 2024, the Commissioner of Transportation shall adopt an intersection control evaluation policy to be used by the Department of Transportation when evaluating the construction of a new intersection or the modification of an existing intersection. Such policy shall (1) provide a decision-making framework to screen intersection alternatives with specific

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performance-based criteria in order to identify an optimal solution, (2) require the use of consistent documentation for each evaluation of a new or existing intersection, and (3) be revised as the commissioner deems necessary.

Sec. 3. (NEW) (*Effective from passage*) The Department of Transportation, in consultation with the State Board of Education and the Department of Motor Vehicles, upon receipt of a request by a local or regional board of education, shall award an exemplary "Vision Zero" program distinction to those local and regional boards of education that offer a program that provides students in grades six to twelve, inclusive, with opportunities to learn about the mission of the Vision Zero Council, established pursuant to section 13b-23b of the general statutes, and the importance of practicing safe driving habits and learning pedestrian safety skills. Such opportunities may include, but need not be limited to, classes, extracurricular activities, presentations, symposiums, peer-to-peer education, parent involvement and parenting education and outreach. A local or regional board of education may submit, at such time and in such manner as the Department of Transportation prescribes, a request for such distinction by providing details about such board's program to the department. The Department of Transportation shall make information about the distinction available on the department's Internet web site.

Sec. 4. Subsection (g) of section 51-164n of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2023*):

(g) If a person elects to plead not guilty and send the plea of not guilty to the Centralized Infractions Bureau in accordance with subsection (d) of this section, such person may subsequently, at a proceeding at Superior Court, reach an agreement with the prosecutorial official as to the amount of the fine to be paid and elect to pay such fine without appearing before a judicial authority. As a part of any such agreement,

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the prosecutorial official may require such person to attend a motor vehicle operator safety course that addresses the nature of such infraction or violation and that is offered or approved by the Chief State's Attorney. The amount of the fine agreed upon shall not exceed the amount of the fine established for such infraction or violation. Any person who pays a fine pursuant to this subsection shall also pay any additional fees or costs established for such infraction or violation. Such person shall make such payment to the clerk of the Superior Court and such payment shall be considered a plea of nolo contendere and shall be inadmissible in any proceeding, civil or criminal, to establish the conduct of such person, provided the provisions of this section and section 51-164m shall not affect the application of any administrative sanctions by either the Commissioner of Energy and Environmental Protection authorized under title 26 or the Commissioner of Motor Vehicles authorized under title 14. A plea of nolo contendere pursuant to this subsection does not have to be submitted in writing. Nothing in this subsection shall affect the right of a person who is alleged to have committed an infraction or any violation specified in subsection (b) of this section to plead not guilty and request a trial before a judicial authority.

Sec. 5. Section 14-41 of the general statutes is amended by adding subsection (g) as follows (*Effective January 1, 2024*):

(NEW) (g) The commissioner shall develop, and thereafter revise as needed, a video presentation concerning current state laws that impact motorists, pedestrians and bicyclists and ways to practice safe driving behaviors and reduce transportation-related fatalities and severe injuries. In developing such video presentation, the commissioner may use materials and one or more video presentations developed by a governmental entity, independent contractor or any other party. Upon every other renewal of a motor vehicle operator's license, the commissioner shall require the licensee to watch such video

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presentation prior to issuing such license.

Sec. 6. Subdivision (5) of subsection (e) of section 14-36 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

(5) The issuance of a motor vehicle operator's license to any applicant who is the holder of a license issued by another state shall be subject to the provisions of [sections 14-111c and] section 14-111k, as amended by this act.

Sec. 7. Section 14-111k of the general statutes is amended by adding subsection (e) as follows (*Effective January 1, 2024*):

(NEW) (e) Prior to issuing an operator's license to a person who holds an operator's license issued by another jurisdiction, the commissioner shall require such person to watch the video presentation developed pursuant to subsection (g) of section 14-41, as amended by this act, and provide such person with other safe driving training materials.

Sec. 8. (*Effective from passage*) For the purposes of this section, "cannabis", "dispensary facility", "hybrid retailer" and "retailer" have the same meanings as provided in section 21a-420 of the general statutes. The Department of Transportation, in collaboration with the Department of Public Health and one or more local health departments or district departments of health, shall conduct a public awareness campaign about the dangers of operating a motor vehicle under the influence of certain over-the-counter drugs and prescription drugs, with an emphasis on opioids and cannabis. Such campaign shall include, but need not be limited to, outreach to pharmacies, hospitals, substance abuse treatment facilities, dispensary facilities, hybrid retailers and retailers that can communicate information about such dangers to motor vehicle operators who are receiving or purchasing such drugs.

Sec. 9. (*Effective from passage*) When developing the next five-year

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transportation capital plan, the Department of Transportation shall examine the proposals from the equity subcommittee of the Vision Zero Council, established pursuant to section 13b-23b of the general statutes, and consider infrastructure that specifically protects vulnerable users of the highways, including pedestrians, bicyclists and persons who have disabilities.

Sec. 10. (NEW) (*Effective October 1, 2023*) For the purposes of this section, sections 11 to 13, inclusive, and sections 16 to 18, inclusive, of this act:

(1) "Automated traffic enforcement safety device" means a device designed to detect and collect evidence of alleged violations of an ordinance adopted under section 11 of this act by recording images that capture the number plate, date, time and location of a motor vehicle that (A) exceeds the posted speed limit by ten or more miles per hour, or (B) fails to stop such vehicle when facing a steady red signal on a traffic control signal.

(2) "Automated traffic enforcement safety device operator" means a person who is trained and certified to operate an automated traffic enforcement safety device.

(3) "Driver", "number plate" and "owner" have the same meanings as provided in section 14-1 of the general statutes.

(4) "Equitable" means efforts, policies, standards, processes and any other functions of government intended to (A) ensure that patterns of discrimination and disparities of race, ethnicity and socioeconomic status, whether intentional or unintentional, are neither reinforced nor perpetuated, and (B) prevent the emergence and persistence of foreseeable future patterns of discrimination or disparities of race, ethnicity and socioeconomic status.

(5) "Pedestrian safety zone" means an area designated by the Office

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of the State Traffic Administration or the traffic authority of a town, city or borough pursuant to section 14-307a of the general statutes.

(6) "Personally identifiable information" means information created or maintained by the municipality or a vendor that identifies or describes an owner and includes, but need not be limited to, the owner's address, telephone number, number plate, photograph, bank account information, credit card number, debit card number or the date, time, location or direction of travel on a highway.

(7) "School zone" means an area designated by the Office of the State Traffic Administration or the traffic authority of a town, city or borough pursuant to section 14-212b of the general statutes, as amended by this act.

(8) "Traffic authority", "traffic control sign" and "traffic control signal" have the same meanings as provided in section 14-297 of the general statutes.

(9) "Vendor" means a person who (A) provides services to a municipality under sections 11 and 12 of this act; (B) operates, maintains, leases or licenses an automated traffic enforcement safety device; or (C) is authorized to review and assemble the recorded images captured by an automated traffic enforcement safety device and forward such recorded images to the municipality.

Sec. 11. (NEW) (*Effective October 1, 2023*) (a) Any municipality may authorize the use of automated traffic enforcement safety devices at locations within school zones, pedestrian safety zones and other places in such municipality, provided (1) the municipality adopts an ordinance in accordance with the provisions of this section, and (2) the locations of such devices are identified in a plan approved by the Department of Transportation pursuant to section 17 of this act.

(b) The municipality may enter into agreements with vendors for the

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design, installation, operation or maintenance, or any combination thereof, of automated traffic enforcement safety devices. If a vendor designs, installs, operates or maintains an automated traffic enforcement safety device, the vendor's fee may not be contingent on the number of citations issued or fines paid pursuant to an ordinance adopted under this section.

(c) Any ordinance adopted under this section shall specify the following: (1) That an automated traffic enforcement safety device shall be operated by an automated traffic enforcement safety device operator; (2) that the owner of a motor vehicle commits a violation of the ordinance if the person operating such motor vehicle (A) exceeds the posted speed limit by ten or more miles per hour and such operation is detected by an automated traffic enforcement safety device, or (B) fails to stop such motor vehicle when facing a steady red signal on a traffic control signal and such failure is detected by an automated traffic enforcement safety device; (3) an automated traffic enforcement safety device shall be used solely for identifying violations of the ordinance; (4) for the first thirty days after a location is equipped with an operational automated traffic enforcement safety device, the owner of a motor vehicle allegedly committing a violation of such ordinance that is detected by such device shall receive a written warning instead of a citation, as described in subsection (i) of this section; (5) payment of a fine and any associated fee imposed for a violation of the ordinance may be made by electronic means; (6) a sworn member or employee of the municipality's police department or an employee of the municipality, as designated by the traffic authority, shall review and approve the recorded images before a citation is mailed to the owner of such motor vehicle; and (7) the defenses available to the owner of a motor vehicle allegedly committing a violation of such ordinance, which shall include, but need not be limited to, the defenses listed in subsection (j) of this section.

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(d) Any ordinance adopted under this section may: (1) Establish a fine to be imposed against the owner of a motor vehicle committing a violation of such ordinance, provided the amount of such fine is not more than fifty dollars for a first violation and not more than seventy-five dollars for a second or subsequent violation, and (2) impose a reasonable fee, not to exceed fifteen dollars, for the costs associated with the electronic processing of the payment of any such fine. Any funds received by a municipality from fines imposed pursuant to an ordinance adopted under this section shall be used for the purposes of improving transportation mobility, investing in transportation infrastructure improvements or paying the costs associated with the use of automated traffic enforcement safety devices in the municipality.

(e) Any municipality that adopts an ordinance under this section shall also adopt the following: (1) A citation hearing procedure pursuant to section 7-152c of the general statutes, as amended by this act, (2) a comprehensive safety action plan to ensure that the streets located in the municipality safely and conveniently serve road users of all ages and abilities, including pedestrians, transit users, bicyclists, persons using wheelchairs or other assistive devices and motor vehicle operators, and (3) a written policy that meets or exceeds the standards of the model privacy policy and protocol developed pursuant to subsection (a) of section 16 of this act. Such municipality shall also be in compliance with any order made by the Office of the State Traffic Administration pursuant to the provisions of chapter 249 of the general statutes or any regulation adopted pursuant to said chapter by the office regarding a traffic control sign or traffic control signal at a location equipped or proposed to be equipped with an automatic traffic enforcement safety device.

(f) (1) Prior to the operation of an automated traffic enforcement safety device, the municipality shall (A) install at least two conspicuous signs at a reasonable distance in advance of such location, in accordance

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with the Federal Highway Administration's Manual on Uniform Traffic Control Devices for Streets and Highways, as amended from time to time, notifying motor vehicle operators of such location, and (B) provide notification of such location to persons, firms or corporations that operate a mobile application that is used for navigation purposes or to provide real-time information on motor vehicle traffic. The Department of Transportation shall designate which such persons, firms or corporations shall be notified and provide technical guidance to such municipalities regarding how to provide such notification.

(2) At least thirty days before the date the first automated traffic enforcement safety device becomes operational in the municipality, the municipality shall develop and implement a public awareness campaign to educate the public concerning the importance of obeying speed limits and traffic control signals and the imminent use of automated traffic enforcement safety devices in the municipality at the locations identified in the plan approved by the Department of Transportation pursuant to section 17 of this act.

(g) An automated traffic enforcement safety device operator shall complete training offered by the manufacturer of such device or the manufacturer's representative regarding procedures for setting up, testing and operating such device. The manufacturer or manufacturer's representative shall issue a signed certificate to the automated traffic enforcement safety device operator upon such operator's completion of the training. Such signed certificate shall be admitted as evidence in any hearing conducted pursuant to section 7-152c of the general statutes, as amended by this act.

(h) The municipality shall ensure each automated traffic enforcement safety device used by such municipality undergoes an annual calibration check performed at a calibration laboratory. The calibration laboratory shall issue a signed certificate of calibration after the annual calibration check. Such signed certificate of calibration shall be kept on

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file and admitted as evidence in any hearing conducted pursuant to section 7-152c of the general statutes, as amended by this act.

(i) (1) Whenever an automated traffic enforcement safety device detects and produces recorded images of a motor vehicle allegedly committing a violation of an ordinance adopted under this section, a sworn member or employee of the municipality's police department or an employee of the municipality designated by the traffic authority shall review the recorded images provided by such device. If, after such review, such member or employee determines that there are reasonable grounds to believe that a violation of the ordinance has occurred, such member or employee may issue a citation to the owner of the motor vehicle. The citation shall include the following: (A) The name and address of the owner of the motor vehicle; (B) the number plate of the motor vehicle; (C) the violation charged; (D) the location of the automated traffic enforcement safety device and the date and time of the violation; (E) a copy of or information on how to view, through electronic means, the recorded images described in this section; (F) a statement or electronically generated affirmation by the member or employee who reviewed the recorded images and determined that the motor vehicle violated the ordinance; (G) verification that the automated traffic enforcement safety device was operating correctly at the time of the alleged violation and the date of the most recent calibration check performed pursuant to subsection (h) of this section; (H) the amount of the fine imposed and how to pay such fine; and (I) the right to contest the violation and request a hearing pursuant to section 7-152c of the general statutes, as amended by this act.

(2) In the case of an alleged violation involving a motor vehicle registered in the state, the citation shall be mailed not later than thirty days after the identity of the owner is ascertained to the address of the owner that is in the records of the Department of Motor Vehicles. In the case of an alleged violation involving a motor vehicle registered in

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another jurisdiction, the citation shall be mailed not later than thirty days after the identity of the owner is ascertained to the address of the owner that is in the records of the official in the other jurisdiction issuing such registration. A citation shall be invalid unless mailed to an owner not later than sixty days after the alleged violation.

(3) The citation shall be sent by first class mail. A manual or automated record of mailing prepared by the municipality's police department shall be prima facie evidence of mailing and shall be admissible in any hearing conducted pursuant to section 7-152c of the general statutes, as amended by this act, as to the facts contained in the citation.

(j) The following defenses shall be available to the owner of a motor vehicle who is alleged to have committed a violation of such ordinance adopted under this section: (1) The operator was driving an emergency vehicle in accordance with the provisions of subdivision (1) of subsection (b) of section 14-283 of the general statutes; (2) the traffic control signal was inoperative, which is observable on the recorded images; (3) the violation was necessary in order for the operator to comply with an order or direction from a law enforcement officer, which is observable on the recorded images; (4) the violation was necessary to allow the passage of an authorized emergency vehicle, which is observable on the recorded images; (5) the violation took place during a period of time in which the motor vehicle had been reported as being stolen to a law enforcement unit, as defined in section 7-294a of the general statutes, and had not been recovered prior to the time of the violation; or (6) the automated traffic enforcement safety device was not in compliance with the calibration check required pursuant to subsection (h) of this section.

Sec. 12. (NEW) (*Effective October 1, 2023*) (a) No personally identifiable information shall be disclosed by the municipality or a vendor to any person or entity, including any law enforcement unit, except where the

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disclosure is made in connection with the charging, collection and enforcement of the fines imposed pursuant to an ordinance adopted under section 11 of this act.

(b) No personally identifiable information shall be stored or retained by the municipality or a vendor unless such information is necessary for the charging, collection and enforcement of the fines imposed pursuant to an ordinance adopted under section 11 of this act.

(c) The municipality or a vendor shall destroy personally identifiable information and other data that specifically identifies a motor vehicle and relates to a violation of an ordinance adopted under section 11 of this act not later than thirty days after any fine is collected or the resolution of a hearing conducted for the alleged commission of such violation, whichever is later.

(d) Any information and other data gathered from automated traffic enforcement safety devices shall be subject to disclosure under the Freedom of Information Act, as defined in section 1-200 of the general statutes, except no personally identifiable information may be disclosed.

Sec. 13. (NEW) (*Effective October 1, 2023*) (a) Not later than eighteen months following the date an automated traffic enforcement safety device becomes operational in a municipality pursuant to section 11 of this act, the municipality shall submit a report to the Department of Transportation and to the joint standing committee of the General Assembly having cognizance of matters relating to transportation, in accordance with the provisions of section 11-4a of the general statutes. Such report shall include, but need not be limited to: (1) The number of violations of sections 14-218a and 14-219 of the general statutes and subdivision (3) of subsection (b) of section 14-299 of the general statutes that occurred at the locations where such automated traffic safety devices were installed prior to the use of such devices; (2) the number of violations where a motor vehicle exceeded the posted speed limit by

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ten or more miles that were captured by such devices at such locations; (3) the number of violations where a motor vehicle failed to comply with the provisions of subdivision (3) of subsection (b) of section 14-299 of the general statutes when facing a steady red signal on a traffic control signal that were captured by such devices at such locations; (4) if available, the number and type of related traffic violations and crashes that occurred at each location where an automated traffic safety device was installed prior to such installation and during the use of such devices; (5) the number of violations of sections 14-218a and 14-219 of the general statutes and subdivision (3) of subsection (b) of section 14-299 of the general statutes and related traffic violations and crashes that occurred at locations where such devices were used and at similar locations where such devices were not used; (6) a description of situations where recorded images could not be used or were not used; (7) the number of leased or rented motor vehicles, out-of-state motor vehicles or other vehicles, including trucks, where enforcement efforts were unsuccessful; (8) the amount of revenue from the fines and associated fees retained by the municipality; and (9) the cost to the municipality to use such devices.

(b) Not later than a year after a municipality submits a report pursuant to subsection (a) of this section, and each year thereafter until an automated traffic safety device is no longer operational in the municipality, the municipality shall submit a report to the Department of Transportation and to the joint standing committee of the General Assembly having cognizance of matters relating to transportation, in accordance with the provisions of section 11-4a of the general statutes. Such annual report shall include, but need not be limited to, (1) the number of motor vehicles that were subject to one citation, two citations, three citations or four or more citations, (2) in the case of an automated traffic safety device that records images of motor vehicles failing to comply with the provisions of subdivision (3) of subsection (b) of section 14-299 of the general statutes when facing a steady red signal on a traffic

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control signal, the number of citations at each location that were issued to motor vehicles making a right turn, proceeding through the intersection and making a left turn, (3) a list of engineering and educational measures undertaken by the municipality to improve safety in locations when automated traffic enforcement safety devices are operational, and (4) data regarding how many citations were issued, how many hearings were requested and the results of any such hearings.

(c) The Department of Transportation shall make any report received pursuant to the provisions of this section available on the department's Internet web site.

Sec. 14. Subsection (c) of section 7-152c of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2023*):

(c) Any such municipality, at any time within twelve months from the expiration of the final period for the uncontested payment of fines, penalties, costs or fees for any citation issued under any ordinance adopted pursuant to section 7-148 or [section] 22a-226d or section 11 of this act, for an alleged violation thereof, shall send notice to the person cited. Such notice shall inform the person cited: (1) Of the allegations against [him] such person and the amount of the fines, penalties, costs or fees due; (2) that [he] such person may contest [his] such person's liability before a citation hearing officer by delivering in person or by mail written notice within ten days of the date thereof; (3) that if [he] such person does not demand such a hearing, an assessment and judgment shall be entered against [him] such person; and (4) that such judgment may issue without further notice. For purposes of this section, notice shall be presumed to have been properly sent if such notice was mailed to such person's last-known address on file with the tax collector. If the person to whom such notice is issued is a registrant, the municipality may deliver such notice in accordance with section 7-148ii,

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provided nothing in this section shall preclude a municipality from providing notice in another manner permitted by applicable law.

Sec. 15. (NEW) (*Effective from passage*) The Department of Transportation, in collaboration with the Departments of Education, Motor Vehicles, Public Health, Social Services and Veterans Affairs, shall establish a program to promote the use of seat safety belts among vulnerable communities, as identified by the Department of Transportation, that are less likely to wear a seat safety belt when in a motor vehicle. Such program may include, but need not be limited to, peer-to-peer education and outreach to parents and various community organizations.

Sec. 16. (NEW) (*Effective from passage*) (a) Not later than January 1, 2024, the Department of Transportation shall issue written guidance to municipalities concerning the development of a plan to use automated traffic enforcement safety devices, the submission of such plan and the criteria to be used by the department when evaluating any such plan for approval. Such guidance shall be consistent with the goal of installing automated traffic enforcement safety devices at locations likely to improve traffic safety and ensuring that the distribution of such devices throughout the municipality is equitable. Such guidance shall include the following factors to be considered by the municipality when determining the locations to include in a plan: (1) The history of traffic crashes caused by excessive speeding or the violation of a traffic control sign or traffic control signal at such location, (2) the history of traffic crashes that resulted in the fatality or serious injury of a person at such location, (3) the rate of poverty in such municipality as determined by the five-year estimates of the most recent American Community Survey conducted by the United States Census Bureau, (4) the per cent of occupied housing units with vehicles available as determined by the five-year estimates of the most recent American Community Survey conducted by the United States Census Bureau, (5) the average daily

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traffic of such location, (6) the history of traffic stops conducted in the municipality and reported to the Office of Policy and Management pursuant to subsection (h) of section 54-1m of the general statutes, (7) the roadway geometry of any such location, and (8) any other additional information or data as determined by the department. Such guidance shall include a model privacy policy and protocol regarding the privacy, security, collection and destruction of personally identifiable information and other information and data gathered from automated traffic enforcement safety devices and establishing internal audit requirements to ensure compliance with such policy and protocol.

(b) Not later than January 1, 2026, the Department of Transportation shall issue written guidance to municipalities concerning how to evaluate the effectiveness of automated traffic enforcement safety devices and submit a subsequent plan to use such devices together with supporting documentation. Such guidance shall include the factors to be considered when determining whether an automated traffic enforcement safety device at a location improved traffic safety.

(c) The guidance issued pursuant to the provisions of this section shall be revised as necessary and published on the department's Internet web site.

Sec. 17. (NEW) (*Effective October 1, 2023*) (a) (1) A municipality's plan concerning the use of automated traffic enforcement safety devices in the municipality shall identify the proposed locations of such devices and include documentation that such proposed locations comply with the guidelines developed pursuant to subsection (a) of section 16 of this act. The municipality shall conduct a public hearing regarding any such plan prior to submission and, by vote of its legislative body or, in a municipality where the legislative body is a town meeting, by vote of the board of selectman, shall submit such plan to the Department of Transportation, in such form as the department may prescribe.

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(2) Not later than sixty days after the date a plan is received by the department, the department shall determine if the plan is likely to improve traffic safety at the proposed locations and the distribution of such devices throughout the municipality is equitable, and shall approve or disapprove the plan, in whole or in part. If the department disapproves any such plan, in whole or in part, the department shall provide a written explanation of the reason for such disapproval and guidance to revise such plan for resubmission. Any such disapproval shall not preclude the submission of a revised plan.

(3) The approval of a municipality's initial plan shall be valid for a period of three years from the date the first automated traffic enforcement safety device becomes operational in the municipality and, thereafter, the approval of any subsequent plan shall be valid for a period of three years from the date of approval.

(b) A municipality operating automated traffic enforcement safety devices pursuant to an approved plan that has not yet expired may submit to the Department of Transportation a modification to such plan to propose the use of such devices at additional locations, in the same manner as described in subdivision (1) of subsection (a) of this section. The department shall approve or disapprove any such modification, in whole or in part, in the same manner as described in subdivision (2) of subsection (a) of this section. The approval of any such modification shall expire on the date the approved plan expires.

(c) (1) A municipality that seeks to continue to use automated traffic enforcement safety devices after such expiration shall submit a subsequent plan to the Department of Transportation for approval. Such subsequent plan may include some or all of the previously approved locations for such devices and propose new locations for such devices. The municipality shall conduct a public hearing regarding such subsequent plan prior to its submission to the department and, by vote of its legislative body or, in a municipality where the legislative body is

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a town meeting, by vote of the board of selectman, submit to the department such plan and supporting documentation in accordance with the guidelines issued pursuant to subsection (b) of section 16 of this act. Supporting documentation for any subsequent plan shall include, but need not be limited to: (A) Evidence that the devices used by the municipality at locations identified in a prior plan improved traffic safety, (B) a description of how any proposed new locations comply with the guidelines developed pursuant to subsection (a) of section 16 of this act, and (C) records that the funds received by the municipality from fines imposed pursuant to an ordinance adopted under this section were expended in accordance with the provisions of subsection (d) of section 11 of this act.

(2) Not later than sixty days after the date a subsequent plan and supporting documentation is received by the department, the department shall determine: (A) If the subsequent plan is likely to improve traffic safety at the proposed locations, (B) if the subsequent plan includes a location previously equipped with an automated traffic enforcement safety device, whether the use of such device improved traffic safety at such location, and (C) if the distribution of such devices throughout the municipality is equitable, and shall approve or disapprove the plan, in whole or in part. The department shall not approve any part of a plan that includes a location previously equipped with an automated traffic enforcement safety device unless the department determines the use of such device improved traffic safety at such location.

(d) In no event shall a municipality use, install or operate an automated traffic enforcement safety device unless such use, installation or operation complies with the provisions of a plan approved by the Department of Transportation and the approval of such plan is effective.

Sec. 18. (NEW) (*Effective October 1, 2023*) Not later than February 1, 2024, and annually thereafter, the Department of Transportation shall

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submit a report, in accordance with the provisions of section 11-4a of the general statutes, to the joint standing committee of the General Assembly having cognizance of matters relating to transportation, concerning the status of plans submitted by municipalities pursuant to section 17 of this act. Such report shall, at a minimum, (1) list the municipalities that submitted such plans during the previous year, (2) identify which plans the department approved, and (3) identify which plans the department disapproved and provide the reasoning for each such disapproval.

Sec. 19. Subsection (b) of section 14-212b of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

(b) (1) At the request of the legislative body of a town, city or borough, the Office of the State Traffic Administration may designate as a school zone any part of a state highway that is adjacent to school property or is, in the opinion of said office, sufficiently close to school property as to constitute a risk to the public safety under all the circumstances. At the request of such legislative body, the [commission] office may revoke any such designation. (2) A local traffic authority may designate as a school zone, and may revoke any such designation, any part of a local highway that is adjacent to school property or is, in the opinion of the local traffic authority, sufficiently close to school property as to constitute a risk to the public safety under all the circumstances.

Approved June 27, 2023

## Appendix 2

### ORDINANCE NO. 1305 SUPPLEMENTAL AMENDING CHAPTER 231 OF THE CODE OF ORDINANCES ADDING ARTICLE XIII. – AUTOMATED TRAFFIC ENFORCEMENT SAFETY DEVICES

**WHEREAS**, on July 5<sup>th</sup>, 2022 the 31<sup>st</sup> Board of Representatives passed Resolution Number 4144 Sense of the Board urging the General Assembly to Permit Municipalities to Install and Operate Speed Cameras Near Schools;

**WHEREAS**, on September 9<sup>th</sup>, 2022, Mayor Caroline Simmons signed the Vision Zero Executive Order committing Stamford to zero roadway deaths by 2032;

**WHEREAS**, on March 6, 2023, the 31<sup>st</sup> Board of Representatives passed Resolution Number 4193 Resolution to Advance and Support the City of Stamford's Vision Zero Initiative;

**WHEREAS**, Speed Safety Cameras are a proven safety countermeasure from the United States Federal Highway Administration and have been shown to reduce roadway crashes;

**WHEREAS**, the Connecticut General Assembly passed Public Act 23-116 An Act Implementing the Recommendations of the Vision Zero Council permitting the use of Automated Traffic Enforcement Safety Devices in Connecticut;

**WHEREAS**, high vehicle speeds is one of the leading causes of serious and fatal injury car crashes; and

**WHEREAS**, the City of Stamford and its residents seek to have safer streets for all and that no lives should be lost on Stamford's roads.

**NOW THEREFORE BE IT ORDAINED BY THE CITY OF STAMFORD THAT** Chapter 231 of the Code of Ordinances be appended as follows:

#### **ARTICLE XIII.- AUTOMATED TRAFFIC ENFORCEMENT SAFETY DEVICES.**

##### **Sec. 231-82. Purpose- Use of automated traffic enforcement safety devices.**

Pursuant to the authority granted in Public Act 116, Section 11, of the 2023 Session of the Connecticut General Assembly (the "Public Act"), the City of Stamford (the "City") hereby authorizes the use of automated traffic enforcement safety devices at locations within school zones, pedestrian safety zones, and other places within the boundaries of Stamford, Connecticut, provided that the locations of such devices will be identified in a plan submitted to and approved by the Board of Representatives and subsequently submitted to and approved by the Connecticut Department of Transportation.

##### **Sec. 231-83. Definitions.**

The following words, terms, and phrases, when used in this ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Automated traffic enforcement safety device.* A device designed to detect and collect evidence of alleged traffic violations by recording images that capture the number plate, date, time, and location of a motor vehicle that (i) exceeds the posted speed limit by ten (10) or more miles per hour.

*Automated traffic enforcement safety device operator.* A person who is trained and certified to operate an automated traffic enforcement safety device.

*Number plate.* Any sign or marker furnished by the commissioner of motor vehicles on which is displayed the registration number assigned to a motor vehicle by the commissioner.

*Owner.* Any person holding title to a motor vehicle or having the legal right to register the same.

*Pedestrian safety zone.* An area designated by the Office of State Traffic Administration or the traffic authority of the City pursuant to C.G.S. § 14-307a.

*Personally identifiable information.* Information created or maintained by the City or a vendor that identifies or describes an owner and includes, but need not be limited to, the owner's address, telephone number, number plate, photograph, bank account information, credit card number, debit card number, or the date, time, location, or direction of travel on a highway.

School zone. An area designated by the Office of State Traffic Administration or the traffic authority of the City pursuant to C.G.S. § 14-212b.

Traffic Authority. The Stamford Traffic Commission or its designee.

Traffic control sign and traffic control signal shall all have the same meanings as provided in C.G.S. § 14-297.

Vendor. A person who provides services to the City under this ordinance; operates, maintains, leases, or licenses an automated traffic enforcement safety device; or is authorized to review and assemble the recorded images captured by an automated traffic enforcement safety device and forward such recorded images to the City.

**Sec. 231-84. Vendors.**

- A. The City may enter into agreements with vendors for the design, installation, operation, or maintenance, or any combination thereof, of automated traffic enforcement safety devices. If a vendor designs, installs, operates, or maintains an automated traffic enforcement safety device, the vendor's fees may not be contingent on the number of citations issued or fines paid pursuant to this ordinance.

**Sec. 231-85. Operation of automated traffic enforcement safety device.**

- A. All automated traffic enforcement safety devices shall be operated by an automated traffic enforcement safety device operator.

**Sec. 231-86. Violation.**

- A. The owner of a motor vehicle commits a violation of this ordinance if the person operating such motor vehicle:
- (1) Exceeds the posted speed limit by ten (10) or more miles per hour and such operation is detected by an automated traffic enforcement safety device.
- B. Automated traffic enforcement safety devices shall be used solely for identifying violations of this ordinance.
- C. For the first thirty (30) days after a location is equipped with an operational automated traffic enforcement safety device, the owner of a motor vehicle that allegedly violates this ordinance that is detected by such device shall receive a written warning instead of a citation.

**Sec. 231-87. Penalty for violation.**

- A. Whenever an automated traffic enforcement safety device detects and produces recorded images of a motor vehicle allegedly committing a violation of this ordinance, an employee of the City as designated by the traffic authority, shall review and approve the recorded images provided by such device. If, after such review, the employee determines that there are reasonable grounds to believe that a violation occurred, the employee may issue by first class mail an Automated Traffic Enforcement citation to the owner of such motor vehicle.
- B. A citation under this ordinance shall include the following:
- (1) The name and address of the owner of the motor vehicle;
  - (2) The number plate of the motor vehicle;
  - (3) The violation charged;
  - (4) The location of the automated traffic enforcement safety device and the date and time of the violation;
  - (5) A copy of or information on how to view, through electronic means, the recorded images that captured the alleged violation;

- (6) A statement or electronically generated affirmation by the employee who viewed the recorded images and determined that a violation occurred;
  - (7) Verification that the automated traffic enforcement safety device was operating correctly at the time of the alleged violation and the date of the most recent calibration check performed pursuant to the Public Act;
  - (8) The amount of the fine imposed and how to pay such fine; and
  - (9) The right to contest the violation and request a hearing pursuant to § Sec 231-90 of this Article.
- C. In the case of an alleged violation involving a motor vehicle registered in Connecticut, the citation shall be sent by first class mail not later than thirty (30) days after the identity of the owner is determined and shall be mailed to the address of the owner that is in the records of the Department of Motor Vehicles. In the case of an alleged violation involving a motor vehicle registered in another jurisdiction, the citation shall be sent by first class mail not later than thirty (30) days after the identity of the owner is determined and shall be mailed to the address of the owner that is in the records of the official in the other jurisdiction issuing such registration.
- D. A citation shall be invalid unless mailed to an owner not later than sixty (60) days after the alleged violation.

**Sec. 231-88. Fine for violation.**

- A. The City shall impose a fine against the owner of a motor vehicle that commits a violation of this Article.
- B. The fine for a violation of this Article shall be fifty dollars (\$50.00). If, at the time of a violation, a prior fine issued in accordance with this section is unsettled or uncontested, the fine shall be seventy-five dollars (\$75.00). These fines shall be imposed against the owner of the motor vehicle committing a violation of this ordinance.
- C. Payment of a fine and any associated fees may be made by electronic means.
- D. A reasonable fee per citation, not to exceed fifteen dollars (\$15.00), may be imposed for the costs associated with the electronic processing of the payment of a fine.
- E. Any funds received by the City from fines imposed pursuant to this ordinance shall be used for the purposes of improving transportation mobility, investing in transportation infrastructure improvements, or paying the costs associated with the use of automated traffic enforcement safety devices within Stamford, Connecticut, and may not be used for any other purpose except those enumerated above.

**Sec. 231-89. Removal or immobilization of motor vehicles bearing outstanding citations.**

No person shall park or operate any vehicle on any city street, in any public parking garage, on any public property within the city, or on property owned or managed by the Stamford Housing Authority if the last registered owner of the vehicle or license plate owes delinquent fines and fees from this ordinance in a cumulative amount of two hundred forty five dollars (\$245.00) or greater, or has three or more delinquent citations that are otherwise unsettled and uncontested. In addition to being subject to a Class II parking violation penalty as provided in section 231-6 of the code, such vehicle shall, upon approval of the traffic authority or their designee, be subject to the removal or immobilization provisions as provided in section 231-8 of the code.

**Sec. 231-90. Appeal.**

The citation hearing procedure set forth in Chapter 97 of the Code adopted pursuant to Section 7-152c of the Connecticut General Statutes, as amended, shall apply to citations issued for a violation of this Article.

**Sec. 231-91. Defenses.**

The defenses available to the owner of a motor vehicle that is alleged to have committed a violation of this ordinance shall include, but need not be limited to, any one or more of the following:

- (a) The operator was driving an emergency vehicle in accordance with the applicable provisions of C.G.S. § 14-283.
- (b) The traffic control signal was inoperative, which is observable on the recorded images.
- (c) The violation was necessary for the operator to comply with an order or direction from a law enforcement officer, which is observable on the recorded images.
- (d) The violation was necessary to allow the passage of an authorized emergency vehicle, which is observable on the recorded images.
- (e) The violation took place during a period of time in which the motor vehicle had been reported as being stolen to a law enforcement unit, as defined in C.G.S. § 7-294a, and had not yet been recovered prior to the time of the violation.
- (f) The automated traffic enforcement safety device was not in compliance with the calibration check required pursuant to the applicable provisions of the Public Act.

**Sec. 231-92. Disclosure of personally identifiable information.**

- A. No personally identifiable information shall be disclosed by the City or a vendor to any person or entity, including any law enforcement unit, except where the disclosure is made in connection with the charging, collection, and enforcement of the fines imposed pursuant to this ordinance.
- B. No personally identifiable information shall be stored or retained by the City or a vendor unless such information is necessary for the charging, collection, and enforcement of the fines imposed pursuant to this ordinance.
- C. The City or a vendor shall destroy all personally identifiable information and other data that specifically identifies a motor vehicle and relates to a violation of this ordinance not later than thirty (30) days after any fine is collected or the resolution of a hearing conducted for the alleged commission of such violation, whichever is later.
- D. Any information and other data gathered from automated traffic enforcement safety devices shall be subject to disclosure under the Freedom of Information Act, as defined in C.G.S. § 1-200, except that no personally identifiable information may be disclosed.

**Sec. 231-93. The Public Act.**

To the extent of applicability, the provisions in any Public Act that are necessary to further and/or effectuate this ordinance are hereby incorporated and adopted in toto, herein.

**Sec. 231-94. Severability.**

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by any decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

**Sec. 231-95. Repealer.**

All ordinances, bylaws, orders, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinances, bylaws, orders, resolutions, or parts thereof, heretofore repealed.

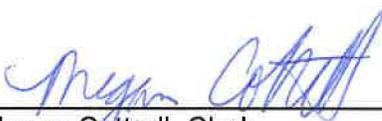
This ordinance shall take effect upon adoption.

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Jeff Curtis, President, and Megan Cottrell, Clerk, do hereby certify that the foregoing Ordinance was approved on the Consent Agenda by the 31<sup>st</sup> Board of Representatives at the regular Board Meeting held on Monday, April 1, 2024.

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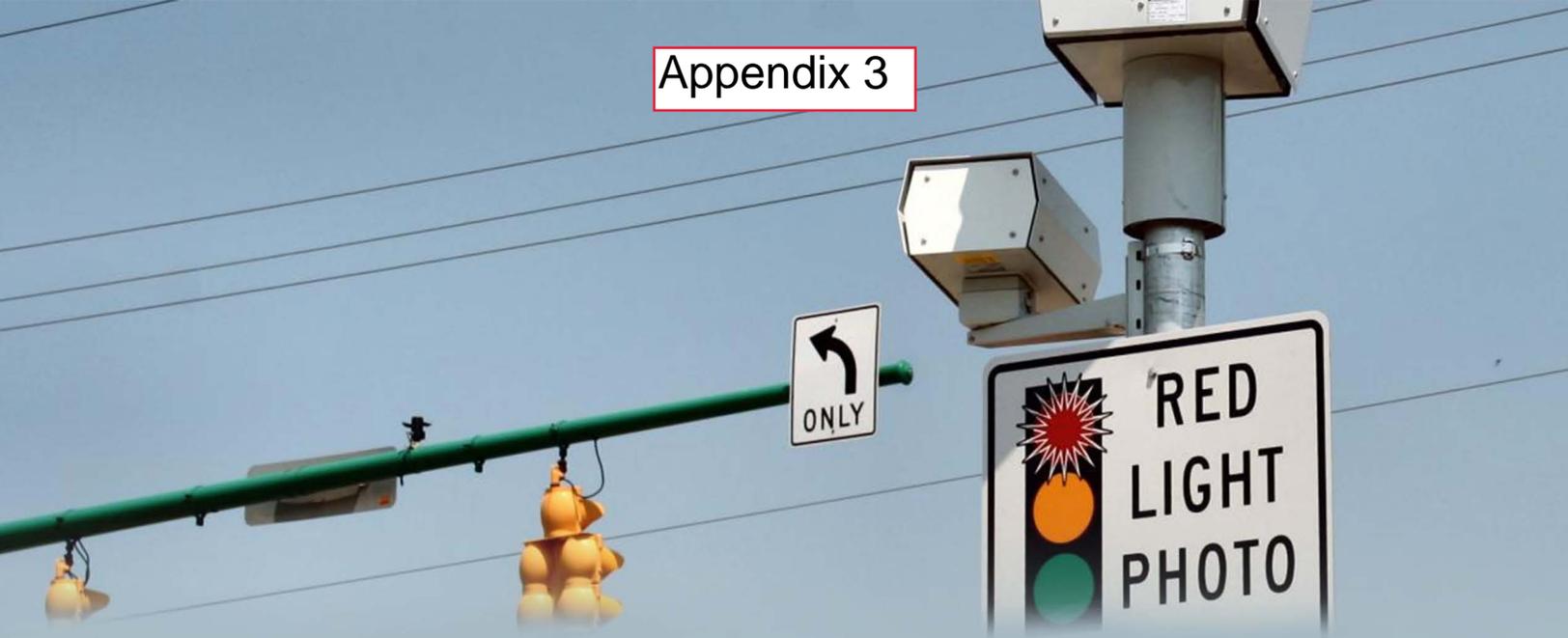
  
\_\_\_\_\_  
Jeff Curtis, President  
Dated this 1<sup>st</sup> day of April, 2024

  
\_\_\_\_\_  
Megan Cottrell, Clerk  
Dated this 1<sup>st</sup> day of April, 2024

  
\_\_\_\_\_  
Caroline Simmons, Mayor, City of Stamford  
Dated this 30<sup>th</sup> day of April, 2024

EFFECTIVE DATE: May 10, 2024

- cc: Mayor Caroline Simmons  
Thomas Cassone, Esq., Law Department  
Elda Sinani, Director of OPM  
Benjamin Barnes, Director of Administration  
Matthew Quiñones, Director of Operations  
Lyda Ruijter, City & Town Clerk  
Leah Kagan, Director of Economic Development  
Bridget Fox, Chief of Staff  
Lou DeRubeis, Director of Public Safety, Health & Welfare  
Frank Petise, Transportation, Traffic, and Parking Bureau Chief



# Guidance for Municipalities Developing an Automated Traffic Enforcement Safety Device (ATESD) Plan



# Guidance for Municipalities Developing an Automated Traffic Enforcement Safety Device (ATESD) Plan

Date Issued: January 2, 2024, Connecticut Department of Transportation (CTDOT)

## INTRODUCTION

[Public Act 23-116](#) (“Act”) authorizes municipalities to use automated traffic enforcement safety devices (ATESDs) at locations within school zones, pedestrian safety zones, and other locations in such municipality pursuant to (1) an ordinance adopted by the municipality in accordance with the Act’s requirements and (2) a plan approved every three years by CTDOT. The Act defines an “automated traffic enforcement safety device” as a device designed to detect and collect evidence of alleged violations of the ordinance by recording images that capture the license plate, date, time, and location of a vehicle that (1) exceeds the posted speed limit by 10 or more miles per hour or (2) runs a red light.

The Act further requires CTDOT to develop, and revise as necessary, two sets of guidance for municipalities developing ATESD plans and seeking CTDOT approval. The first set of guidance covers initial ATESD plan development and submission and the criteria CTDOT will use when evaluating plans submitted for approval. The Act requires this guidance be consistent with the goals of (1) installing ATESDs in locations where they are likely to improve traffic safety and (2) ensuring that the ATESD distribution throughout the municipality is equitable. (Under the bill, “equitable” means intended to ensure that patterns of discrimination and disparities of race, ethnicity, and socioeconomic status, whether intentional or unintentional, are not reinforced or perpetuated and prevent the emergence and persistence of foreseeable future patterns of discrimination or disparities of race, ethnicity, and socioeconomic status.)

The second set of guidance, which will be issued by CTDOT by January 1, 2026, must instruct municipalities on evaluating ATESD effectiveness and submitting subsequent plans for approval.

**Note: ATESDs cannot be installed until the municipality’s ATESD plan has been approved by CTDOT’s Office of the State Traffic Administration (OSTA) and the municipality has met all other requirements of the Act.**

## **PURPOSE**

As required by Section 16 of Public Act 23-116, this guidance addresses ATESD plan development and submission and the criteria CTDOT will use when evaluating ATESD plans for approval. The guidance also restates other requirements of the Act which relate to CTDOT. The Public Act summary, which includes all of the Act's requirements for municipal use of ATESDs, is available [here](#). This guidance provides information on the following:

- The factors a municipality must consider when selecting potential ATESD locations.
- Documentation municipalities must submit to CTDOT to demonstrate that the selected locations will improve safety.
- Limitations on the placement of ATESDs in economically disadvantaged communities.
- The process for municipalities to submit the ATESD plan to CTDOT.
- The OSTA's review and approval process for the ATESD plan, including the criteria to be used by the OSTA when evaluating the plan for approval.
- Duration of the ATESD plan approval.
- Reporting requirements, as required by the Act.
- A model privacy policy and protocol, as required under the Act, regarding the privacy, security, collection, and destruction of personally identifiable information and other data gathered from ATESDs.
- The process by which municipalities should notify the persons, firms, or corporations designated by CTDOT that operate a mobile application that is used for navigation purposes or real-time information on motor vehicle traffic regarding an active ATESD.

## **I. LOCATION SELECTION AND JUSTIFICATION**

CTDOT recommends the Automobile Association of America's "[Automated Enforcement Program Checklist](#)" to assist municipalities in following best practices when developing a plan to install and use ATESDs.

### **1.1. FACTORS TO BE CONSIDERED BY THE MUNICIPALITY**

A municipal plan proposing the use of ATESDs must identify the proposed location(s) of such devices. When selecting a location for an ATESD, the municipality must, at a minimum, consider the factors below, which are enumerated in Section 16 of Public Act 23-116. When preparing the written justification explaining how and why an ATESD was selected for installation at each location the municipality should document how these factors were considered:

- The history of traffic crashes caused by speeding or failing to obey a traffic control sign or signal at the location and the history of traffic crashes that resulted in a person's

death or serious injury at the location. CTDOT recommends that municipalities use data from the [CT Red Light Intersection Evaluation Tool \(CT-REDV\)](#) and/or review three years of crash data from the [Connecticut Crash Data Repository](#).

- The average daily traffic (ADT) at the location. Resources for ADT data include [Traffic Monitoring Station Viewer](#) and machine counts taken by the municipality. [The CT Training and Technical Assistance Center at UCONN](#) has manual traffic counters available for loan to municipalities.
- The history of traffic stops conducted in the municipality and reported to the Office of Policy and Management under the Alvin W. Penn Racial Profiling Prohibition Act ([CGS Sections 54-1l and 54-1m](#)).
- The municipality's poverty rate and the percent of occupied housing units with vehicles, as determined by the five-year estimates of the [U.S. Census Bureau's most recent American Community Survey](#).
- The location's roadway geometry.

## 1.2. REQUIREMENTS FOR ALL LOCATIONS

The municipality must include the following in the ATESD plan submitted to the OSTA for **all** potential ATESD locations:

- **A written justification, with supporting documentation, explaining how and why an ATESD was selected for installation at each location.**
- **A scaled roadway plan or an aerial image showing the location for the ATESD at a traffic control signal, School Zone, Pedestrian Safety Zone, or other location(s).** The plan or aerial image must also show the proposed location of the required two conspicuous signs to be installed on every approach at a reasonable distance in advance of the ATESD. See Attachment A for the details regarding the required signs. **Such required conspicuous signs are only permitted to be installed at locations where the ATESD is currently operational.**

**NOTE:** A single ATESD location may consist of multiple devices on multiple approaches to properly capture images of license plates at that location.

## 1.3. REQUIREMENTS BY LOCATION TYPE

### 1.3.1. Traffic Control Signals

1. If a municipality intends to install an ATESD at a traffic control signal, the submitted ATESD plan must include a **traffic signal control plan showing the roadway geometry, phasing/sequence, and timing for an ATESD at a traffic control signal(s).**
  - At locations where the CTDOT owns the traffic control signal, a copy of the current plan of record can be requested via email at [DOT.TrafficEngineering@ct.gov](mailto:DOT.TrafficEngineering@ct.gov).

- At locations where the municipality owns and maintains the traffic control signal, the municipality must submit a copy of the current plan of record.
2. The following conditions must be met for the OSTA to approve an ATESD at a traffic control signal:
- There are at least two crashes, over a three-year period, where an operator failed to stop at a red traffic signal indication. Municipalities are encouraged to use the [CT Red Light Intersection Evaluation Tool \(CT-REDV\)](#) which displays the number and location of red-light running crashes.
    - The location selected for an ATESD must appear on the list of intersections from the CT-REDV tool. In cases where there are numerous intersections involving operators running a red light, municipalities are encouraged to select intersection(s) where other countermeasures have already been implemented but have not been effective. The countermeasures include but are not limited to: increasing size of the signal indications from 8 inches to 12 inches, use of LED lamps, use of signal backplates with retroreflective borders, trimming of vegetation that obstruct the view of the signals, coordination with adjacent traffic signals.
    - Traffic control signals that were recently upgraded within the last 12 months or scheduled to be upgraded within the next 12 months may not be good candidates for an ATESD since the crash history associated with the location may not reflect current conditions.
  - The traffic control signal plan of record for the location has been approved by the OSTA.
  - For municipally owned traffic signals, the traffic signal change intervals (e.g. [yellow/red/pedestrian clearance timings](#)) **must have already been optimized** in accordance with Chapter 6 in CTDOT's Traffic Control Signal Design Manual. (Note: State-owned traffic signals have already been optimized).
  - The written justification required in Section 1.2 demonstrating that an ATESD will improve safety at that location. At a minimum, the written justification should include an explanation regarding how all the required elements in Section 1.1 were considered and how selected intersections were prioritized in cases where there are numerous intersections involving red-light running crashes.

### 1.3.2. School Zones

The following conditions must be met for the OSTA to approve an ATESD in a **school zone**:

- The location meets the definition of a school zone pursuant to [CGS 14-212b](#).
- The school zone has been approved by the appropriate statutory authority – either the OSTA or the [Local Traffic Authority](#).
- The school zone signage is consistent with Federal Highway Administration’s Manual on Uniform Traffic Control Devices (MUTCD).
- The written justification required in Section 1.2 demonstrating that an ATESD will improve safety at that location. At a minimum, the written justification should include an explanation regarding how all the required elements in Section 1.1 were considered. Additional information, if available, may include recommendations from a Road Safety Assessment (RSA), findings from a speed study, and how other speed reduction measures are not feasible or have not been effective.

### 1.3.3. Pedestrian Safety Zones

The following conditions must be met for the OSTA to approve an ATESD in a **pedestrian safety zone**:

- The location(s) meets the definition of a pedestrian safety zone pursuant to [CGS 14-307a](#);
- The Pedestrian Safety Zone has been approved or established as such by the appropriate statutory authority – either the OSTA or the [Local Traffic Authority](#).
- The Pedestrian Safety Zone signage is consistent with the MUTCD.
- The written justification required in Section 1.2 demonstrating that an ATESD will improve safety at that location. At a minimum, the written justification should include an explanation regarding how all the required elements in Section 1.1 were considered. Additional information, if available, may include recommendations from an RSA, findings from a speed study, and how other speed reduction measures are not feasible or have not been effective.

#### 1.3.4. Other Locations

The following conditions must be met for the OSTA to approve an ATESD in **other location(s)**:

- Other locations include, but are not limited to, roadways adjacent to central business districts, community centers, public parks, and hospitals. The length of the segment of roadway for location type should not exceed 0.50 miles.
- The location or roadway segment has a history of speed related crashes or speeding violations.
- The written justification required in Section 1.2 demonstrates that an ATESD will improve safety at that location. At a minimum, the written justification should include an explanation regarding how all the required elements in Section 1.1 were considered. Additional information, if available, may include recommendations from an RSA, findings from a speed study, and how other speed reduction measures are not feasible or have not been effective.

#### 1.4. LIMITATIONS ON THE PLACEMENT OF ATESDS IN OR ADJACENT TO ECONOMICALLY DISADVANTAGED COMMUNITIES

- To ensure that the ATESD distribution throughout a municipality is equitable as defined in Public Act 23-116, **CTDOT will not approve more than two ATESD locations within a Qualified Census Tract (QCT)** as designated by the United States Department of Housing and Urban Development. Additionally, **CTDOT will not approve more than one ATESD location within a QCT that is a quarter of a square mile or less in size.** Click [here](#) for a map showing the QCTs in CT.
- For the purposes of this section, if a proposed ATESD location is on a road that is a border of two or more QCTs, a municipality may choose one of the QCTs with which to associate the ATESD location. If a proposed ATESD location is on a road that is a border of one or more QCTs and a census tract that is not designated as a QCT, the municipality must choose to associate the location with one of the QCTs.
- The ATESD plan of any municipality that borders a neighboring municipality in which more than 55% of the census tracts are QCTs will be evaluated by CTDOT to ensure that the proposed ATESD locations are not overconcentrated at or near the border of the neighboring municipality. If the ATESD locations are only proposed near the border with the neighboring municipality, it's likely that the ATESD plan will be rejected. Note: As of

January 1, 2024, municipalities where more than 55% of the census tracts are QCTs are Bridgeport, Hartford, New Britain, New Haven, New London, and Windham.

- CTDOT may reject any proposed ATESD locations if it determines that the overall distribution of ATESDs throughout the municipality violates the principles of equity described in Public Act 23-116.

**NOTE:** A single ATESD location may consist of multiple devices on multiple approaches to properly capture images of license plates at that location.

## **II. ADDITIONAL REQUIREMENTS**

As part of its ATESD plan, a municipality must also include:

1. A copy of the ordinance adopted by the municipality authorizing the use of ATESDs as required by Section 11 of Public Act 23-116.
2. A copy of the notice of the public hearing conducted on the municipality's ATESD plan as required by Section 17(a)(1) of Public Act 23-116.
3. A copy of minutes of the meeting at which the municipality's legislative body or board of selectman voted to approve the ATESD plan as required by Section 17 of Public Act 23-116.
4. A copy of the municipality's Comprehensive Safety Action Plan (CSAP), required by subsection (e) of Section 11 of Public Act 23-116. Per the Act, the plan must "ensure that the streets located in the municipality safely and conveniently serve road users of all ages and abilities, including pedestrians, transit users, bicyclists, persons using wheelchairs or other assistive device and motor vehicle operators." CTDOT will also accept the following as a CSAP, provided it satisfies the requirements of the Act as quoted above:
  - a. The section in the Regional Transportation Safety Plan, which was prepared for all nine [Council of Governments](#), that is specific to the municipality.
  - b. A municipality's [Vision Zero Action Plan](#).

### **III. SUBMISSION AND APPROVAL**

#### **3.1. SUBMISSION**

All ATESD plans (original or revised) must be submitted electronically by the municipality to [CTDOT's Office of the State Traffic Administration \(OSTA\)](#) via email at [DOT.OSTA@ct.gov](mailto:DOT.OSTA@ct.gov). The OSTA will send an email confirmation acknowledging receipt of the ATESD plan.

#### **3.2. REVIEW AND APPROVAL PROCESS**

- Step 1:

The OSTA will determine if the submitted ATESD plan contains the required elements as described in Sections I & II of this guidance. If the submitted ATESD plan is determined to be incomplete, the OSTA will notify the municipality, in writing, what elements are missing or incomplete and what needs to be submitted.

**Note:** The statutory 60-day review period does not start until the OSTA confirms, in writing, that the ATESD plan contains all the required elements.

- Step 2:

Once it is determined that the ATESD plan is complete, the OSTA has 60 days to determine (1) if the ATESD plan is likely to improve traffic safety at the proposed location(s) and (2) if the ATESD distribution throughout the municipality is equitable. The OSTA will either approve or reject the ATESD plan in whole or in part. If the ATESD plan is rejected in whole or in part, the OSTA will provide a written explanation of its reasoning, as well as guidance for revising the ATESD plan for resubmission.

### **IV: DURATION OF THE ATESD PLAN APPROVAL**

The municipality's initial ATESD plan is valid for three years after the first device becomes operational. Subsequent ATESD plans are valid for three years from the date of CTDOT approval. Municipalities may submit a modification to the ATESD plan to propose the use of ATESDs at additional locations, provided that the ATESD plan has not expired. It is not necessary for a municipality to submit a modification proposal to terminate the use of an ATESD at a particular location. All modifications to the ATESD plan must follow the same submittal, review, and approval processes as the initial ATESD plan. Approval of any modifications to the ATESD plan expires on the same date the approved ATESD plan expires.

## **V: REPORTING**

### **5.1 INITIAL REPORT**

Not later than 18 months after an ATESD becomes operational, the municipality must submit a report to CTDOT via email at [DOT.OSTA@ct.gov](mailto:DOT.OSTA@ct.gov) and to the joint standing committee of the General Assembly having cognizance of matters related to transportation. The report must include, but need not be limited to, the following elements which are outlined in Section 13 of Public Act 23-116:

1. The number of violations of [CGS 14-218a](#), [CGS 14-219](#), and [CGS 14-299\(b\)\(3\)](#) that occurred at the locations where such automated traffic safety devices were installed at least 1 year prior to the use of such devices;
2. The number of violations where a motor vehicle exceeded the posted speed limit by ten or more miles per hour that were captured at such locations by an ATESD.
3. The number of violations where a motor vehicle failed to comply with [CGS 14-299\(b\)\(3\)](#) when facing a steady red signal on a traffic control signal that were captured at such locations by an ATESD.
4. If available, the number and type of related traffic violations and crashes that occurred at each location where an ATESD was installed at least 1 year prior to such installation and during the use of an ATESD.
5. The number of violations of [CGS 14-218a](#), [CGS 14-219](#), and [CGS 14-299\(b\)\(3\)](#) and related traffic violations and crashes that occurred at locations where an ATESD was used and at similar locations where an ATESD was not used. A similar location is defined as having approximately the same conditions (e.g. [traffic control device](#), [functional classificational](#), number of lanes, speed limit, traffic volumes, etc.).
6. A description of situations where recorded images could not be used or were not used.
7. The number of leased or rented motor vehicles, out-of-state motor vehicles or other vehicles, including trucks, where enforcement efforts were unsuccessful.
8. The amount of revenue from the fines and associated fees retained by the municipality, including the percentage of fines collected from residents and the percentage of fines collected from non-residents.
9. The cost to the municipality to use an ATESD.

### **5.2 SUBSEQUENT ANNUAL REPORTS**

No later than one year after the municipality submits its initial report after the ATESD becomes operational, and every year thereafter until the ATESD is no longer operational in the municipality, the municipality must submit a report to CTDOT via email at [DOT.OSTA@ct.gov](mailto:DOT.OSTA@ct.gov) and joint standing committee of the CT General Assembly having cognizance of matters related to

transportation. At a minimum, the report must include the following elements which are outlined in Section 13(b) of Public Act 23-116:

1. The number of motor vehicles that were subject to one citation, two citations, three citations or four or more citations.
2. In the case of an ATESD that records images of motor vehicles failing to comply with the provisions of subdivision (3) of subsection (b) of Section [14-299](#) of the CGS when facing a steady red signal on a traffic control signal, the number of citations at each location that were issued to motor vehicles making a right turn, to motor vehicles proceeding through the intersection and to motor vehicles making a left turn.
3. A list of engineering and educational measures undertaken by the municipality to improve safety in locations when an ATESD is operational.
4. Data regarding how many citations were issued, how many hearings were requested and the results of any such hearings.

### **5.3 COMPLIANCE WITH REPORTING REQUIREMENTS**

**If a municipality fails to report data on any ATESD location as required by Public Act 23-116, the OSTA will decline to re-authorize such ATESD location once the initial plan has expired.**

## **VI: MODEL PRIVACY POLICY AND PROTOCOL**

Pursuant to Public Act 23-116, municipalities that adopt an ordinance authorizing the use of ATESDs, must also adopt a written privacy policy that meets or exceeds the standards of CTDOT's model privacy policy and protocol, as written below:

*Personally identifiable information about a person who is alleged, through the aid of an ATESD, to have committed a traffic violation, is protected information, with exceptions noted below. While information and data gathered from ATESDs is subject to disclosure under Connecticut's Freedom of Information Act, no personally identifiable information may be disclosed.*

*Personally identifiable information ("PII") as defined under section 10 of PA 23-116 includes, but is not limited to, the motor vehicle owner's address, telephone number, license plate numbers, photograph, bank account information, credit card number, debit card number, or the date, time, location, or direction of travel on a highway. No such PII is permitted to be disclosed, stored, or retained by a municipality or an ATESD vendor unless the disclosure is made in connection with, or retention is necessary for, the charging, collection and enforcement of the fines imposed pursuant to an ordinance adopted according to the requirements of section 11 of the Act.*

*Violation data and images should be electronically encrypted at the time of their capture to prevent unauthorized access or tampering. All violation evidence, whether PII or not, should be securely stored and managed according to standard rules and requirements for the security and preservation of legal evidence. Only authorized and trained program staff should have access to*

*the data. Sensitive personal information such as social security numbers should not be used or linked with names and should never be printed on violation notices mailed to recipients. Furthermore, any identifying data for non-infracting vehicles, such as license plate information, should not be stored.*

*Within 30 days after any fine is collected or there has been a resolution of a hearing conducted for the alleged traffic violation, whichever is later, the municipality or vendor must destroy PII and all other data that specifically identifies a motor vehicle and relates to a violation of the municipal ordinance adopted pursuant to section 11 of the Act.*

## **VII: NOTIFICATION TO OPERATORS OF NAVIGATION APPLICATIONS**

Pursuant to Subsection (f) of Section 11 of Public Act 23-116, prior to the in-service operation of an ATESD, the municipality shall provide notification of such location to persons, firms or corporations that operate a mobile application that is used for navigation purposes or to provide real-time information on motor vehicle traffic. Such notification shall include appropriate detail as to the nature and hours of operation of the enforcement device, and how the municipality will support such location-based applications through baseline mapping platforms. CTDOT will designate which such persons, firms or corporations shall be notified and provide technical guidance to such municipalities regarding how to provide such notification. This list of persons, firms, or corporations is subject to change throughout the duration of the approval and, upon request from CTDOT, the municipality shall furnish the applicable information on in-service devices to the newly designated persons, firms, or corporations in a timely manner, not to exceed 30 days from the date the municipality receives notice of such change. The municipality shall provide a copy of such notification to CTDOT pursuant to Section II of this guidance.



# Sign detail options for "Speed Limit –Photo Enforced" *stand alone sign*

**SIGN DETAIL**  
1:15

NOTES:  
- OSTA APPROVAL REQUIRED  
- FOR USE ON SINGLE LANE AND MULTI-LANE ROADS

Dimensions are in Inches  
Material : 0.080" Thick Sheet Aluminum  
Ground Mounted

SIGN NUMBER	31-0813				
PANEL SIZE	3'-0" x 2'-0"				
TOTAL AREA	6.0 Sq.Ft.				
MUTCD	R10-18				
BDR INSET/WIDTH	0.38"/0.63"				
CORNER RADIUS	1.5"				
BACKGROUND	TYPE: XI COLOR: White				
LEGEND/BORDER	TYPE: XI COLOR: Black/Black				
* REFER TO CATALOG OF SIGNS FOR SHEETING TYPE WHEN COLOR IS BLACK TYPE IS "PLAIN".					
SYMBOL	ROTATION	X	Y	WID	HT
Camera	0	13.9	12.5	8.3	9

REV'D /

File name: 31-0813      Printed: 10/3/2023

LETTER POSITIONS (X)													LENGTH	SERIES/SIZE					
S	P	E	E	D		L	I	M	I	T							C 2000		
7.4	9.6	11.8	13.9	15.9	17.6	20.6	22.5	23.6	26.3	27.1							21.3	3	
P	H	O	T	O		E	N	F	O	R	C	E	D					C 2000	
3	5.3	7.5	9.7	11.6	13.3	16.3	18.3	20.6	22.5	24.9	27	29.3	31.3					30	3

**SIGN DETAIL**  
1:20

NOTES:  
- OSTA APPROVAL REQUIRED  
- FOR USE ON EXPRESSWAYS

Dimensions are in Inches  
Material : 0.100" Thick Sheet Aluminum  
Ground Mounted

SIGN NUMBER	31-0820				
PANEL SIZE	4'-0" x 2'-6"				
TOTAL AREA	10.0 Sq.Ft.				
MUTCD	R10-18				
BDR INSET/WIDTH	0.63"/0.75"				
CORNER RADIUS	1.88"				
BACKGROUND	TYPE: XI COLOR: White				
LEGEND/BORDER	TYPE: XI COLOR: Black/Black				
* REFER TO CATALOG OF SIGNS FOR SHEETING TYPE WHEN COLOR IS BLACK TYPE IS "PLAIN".					
SYMBOL	ROTATION	X	Y	WID	HT
Camera	0	18.5	15.5	11	12

REV'D /

File name: 31-0820      Printed: 10/3/2023

LETTER POSITIONS (X)													LENGTH	SERIES/SIZE					
S	P	E	E	D		L	I	M	I	T								C 2000	
9.9	12.8	15.8	18.5	21.3	23.5	27.5	30.1	31.5	35.1	36.2								28.4	4
P	H	O	T	O		E	N	F	O	R	C	E	D					C 2000	
4	7.1	10.1	12.9	15.4	17.8	21.7	24.5	27.6	30.1	33.2	36.1	39.1	41.8					40	4

# Sign detail options for "Photo Enforced" to be installed at a traffic control signal

**SIGN DETAIL**  
1:20

**NOTES:**  
- OSTA APPROVAL REQUIRED  
- FOR USE ON SINGLE LANE AND MULTI-LANE ROADS

Dimensions are in Inches  
Material : 0.100" Thick Sheet Aluminum  
Ground Mounted

SYMBOL	ROTATION	X	Y	WID	HT
Signal	0	10.9	16	8.5	23

File name: 31-0822 Printed: 10/3/2023

LETTER POSITIONS (X)										LENGTH	SERIES/SIZE
P	H	O	T	O							D 2000
8.1	11.4	15	18.4	21.4						16.1	4
E	N	F	O	R	C	E	D				D 2000
2.3	5.4	8.8	11.7	15.3	18.5	21.9	24.9			25.3	4

**REV'D /**

**SIGN DETAIL**  
1:20

**NOTES:**  
- OSTA APPROVAL REQUIRED  
- FOR USE ON EXPRESSWAYS

Dimensions are in Inches  
Material : 0.100" Thick Sheet Aluminum  
Ground Mounted

SYMBOL	ROTATION	X	Y	WID	HT
Signal	0	12.8	17	10.4	28

File name: 31-0821 Printed: 10/3/2023

LETTER POSITIONS (X)										LENGTH	SERIES/SIZE
P	H	O	T	O							D 2000
8.9	12.7	16.7	20.5	23.9						18.1	4.5
E	N	F	O	R	C	E	D				D 2000
3.2	6.7	10.9	14.2	18.4	22.2	26.2	29.8			29.7	4.5

**REV'D /**

MAYOR  
**CAROLINE SIMMONS**

DIRECTOR OF OPERATIONS  
**MATT QUIÑONES**  
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## **City of Stamford Automated Traffic Enforcement Safety Device Privacy Policy**

Adopted Date: April 7, 2024

Personally identifiable information about a person who is alleged, through the aid of an ATESD, to have committed a traffic violation, is protected information, with exceptions noted below. While information and data gathered from ATESDs is subject to disclosure under Connecticut's Freedom of Information Act, no personally identifiable information may be disclosed.

Personally identifiable information ("PII") as defined under section 10 of PA 23-116 includes, but is not limited to, the motor vehicle owner's address, telephone number, license plate numbers, photograph, bank account information, credit card number, debit card number, or the date, time, location, or direction of travel on a highway. No such PII is permitted to be disclosed, stored, or retained by a municipality or an ATESD vendor unless the disclosure is made in connection with, or retention is necessary for, the charging, collection and enforcement of the fines imposed pursuant to an ordinance adopted according to the requirements of section 11 of the Act.

Violation data and images should be electronically encrypted at the time of their capture to prevent unauthorized access or tampering. All violation evidence, whether PII or not, should be securely stored and managed according to standard rules and requirements for the security and preservation of legal evidence. Only authorized and trained program staff should have access to the data. Sensitive personal information such as social security numbers should not be used or linked with names and should never be printed on violation notices mailed to recipients. Furthermore, any identifying data for non-infracting vehicles, such as license plate information, should not be stored.

Within 30 days after any fine is collected or there has been a resolution of a hearing conducted for the alleged traffic violation, whichever is later, the municipality or vendor must destroy PII and all other data that specifically identifies a motor vehicle and relates to a violation of the municipal ordinance adopted pursuant to section 11 of the Act.

## **INTERNET USAGE ACKNOWLEDGEMENT**

Caution: The competitive RFP/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 RFP 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 RFP", "Request for Proposal" or "Request for Qualification."

## **RFP SUBMISSION REQUIREMENTS**

RFPs/Proposals must be received online in ProcureWare by the Purchasing Department by the due date and time in order to be considered. Please be advised that the Purchasing Department does not accept RFPs or proposals by hard copy, email or fax. More Information: (203) 977-4108, (203) 977-4107 or (203) 977-4994.

The following documents will be required to satisfy RFP submission mandates:

- City of Stamford Ordinance Compliance Form
  - Contractor's Statement
  - Non-Collusion Affidavit
  - Pricing Sheets
  - Technical Specifications or Specification Checklist (If Applicable)
  - 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. Proposers shall download, complete and return the current IRS W-9 form - <https://www.irs.gov/forms-pubs/about-form-w-9>
  - Commission on Human Rights and Opportunities Contract Compliance Regulations Notification to Proposers Form [http://www.ct.gov/chro/lib/chro/Notification\\_to\\_Proposers.pdf](http://www.ct.gov/chro/lib/chro/Notification_to_Proposers.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.*

## Notice to Proposers

1. All RFPs will be opened promptly at the advertised time of opening. There can and will be no delays or postponements which are not publicly advertised. Any RFP received after the advertised time of opening cannot be accepted.

2. Obligation of Proposers:

At the time of opening RFPs, each Proposer shall be presumed to have inspected the sites, and to have read and made himself thoroughly familiar with the plans and contract documents including all addenda. The failure or omission of any Proposer to receive or examine any form, instrument or document shall in no way relieve any Proposer from any obligation in respect to his RFP.

Each Proposer must fully inform himself of the construction and labor conditions relating to the work which is now or will be performed. Failure to do so will not relieve the successful Proposer of his obligation to furnish all labor and materials necessary to carry out the provision of the contract documents and to complete the contemplated work. Inasmuch as possible, the contractor must, in carrying out his work, employ such methods or means as will not cause any interruptions or interference with the work of any other contractor.

3. Time is of the essence

The Contractor acknowledges that if the project is not completed by the date specified as the substantial completion date in the contract entered into between the City and the Contractor, as may be amended by change order, the City will suffer material direct damages, the exact amount of which is and will be difficult to determine and accurately specify. Accordingly, the Contractor agrees, by submitting its bid, to pay the City, as liquidated damages and not as a penalty, a per diem amount of 1/10 of 1% for every calendar day that substantial completion is delayed beyond said contract date. The Contractor, by submitting its bid, agrees that such liquidated damages are a reasonable pre-estimate of the direct damages the City will incur as a result of delayed completion of the project. The City may deduct said liquidated damages from any unpaid amounts then or thereafter due the Contractor. Any liquidated damages not so deducted shall be payable by the Contractor to the City, together with interest, from the date of demand. The City's right to claim and/or collect these liquidated damages shall not be construed as a limitation of the City's right to claim any indirect consequential damages related to delay of the project.

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

## **GENERAL CONDITIONS**

- Your RFP is to be made F.O.B. Stamford, CT - including any/all delivery and unloading, if so required.
- The City of Stamford, as a municipal corporation in the State of Connecticut, is exempt from the payment of all taxes and none should be included in your RFP.
- RFPs shall be submitted (uploaded) on the proposal forms included. Please be sure to fill in the Proposer's name, address, etc. and the RFP title and date of RFP opening. RFP due dates are clearly stated on the RFP cover sheet. If for any reason, the RFP cover sheet is detached from the RFP package, it will be the responsibility of the Proposer to contact the City Purchasing Department to determine the actual RFP due date. Submit your forms online via ProcureWare.
- Hard copies of RFPs and RFPs received after the time and date indicated shall not be accepted and shall be returned unopened.
- Amendments and / or withdrawals to RFPs received shall not be allowed or accepted after the time and date of RFP opening.
- Any verbal agreement or arrangement made by Proposers with any City Agency, Employee, or Agent of the City shall be disregarded and have neither force nor affect upon the RFP.
- 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 shall be served.

### **THE CITY OF STAMFORD RESERVES THE RIGHT TO REJECT ANY/ALL RFPS**

No Proposer may withdraw her/his/its RFP for a period of **one hundred twenty (120) days** from the date of RFP opening. Under no event or circumstances may a contractor withdraw a RFP once the City has accepted the RFP, so long as the City is diligent in proceeding towards the execution of a formal contract.

Any RFP, which does not comply with or conform to the specifications contained herein, shall be rejected as non-conforming.

Any entries on the RFP form/proposal or pricing sheet and the preceding or following pages other than those provided in the underlined blanks shall not be considered by the City of Stamford in making an award and, in the sole discretion of the city, may constitute grounds for disqualifying the proposer.

The successful Proposer (hereinafter referred to as the Proposer) shall, at all times, guard the owner's property from any damage or loss caused by the execution of this RFP and shall be solely liable for any damage or loss suffered as a result of the work itself - or non-completion thereof. The Proposer shall, at the completion of the project, leave the project site in a condition acceptable to the City.

The Proposer shall comply with all laws, ordinances, rules and regulations relevant to the completion of this RFP and shall be solely responsible for the procurement of any/all requisite permits and compliance therewith.

The undersigned declare(s) that **I/WE AM/ARE** the only person(s) interested in this RFP and that this RFP is submitted without any connection with any other RFPing entity. A further declaration is made that this RFP price is fair and has been made without any aspect of collusion, price fixing or fraud. Further, that no employee or agent of the City of Stamford is directly or indirectly interested in any profits to be derived from the performance of this RFP.

**INQUIRIES:**

All inquiries regarding this RFP must be in writing and must be postmarked or delivered at least **ten (10) working days** prior to the submission date and be addressed to the Project Manager identified on the front cover page of the RFP.

**ASSIGNMENT:**

The performance of the requirements of this RFP shall not be assigned to a party not herein named without the express written consent of the City of Stamford. The Purchasing Agent shall only give such consent, for the purposes of this RFP.

**PERFORMANCE, PAYMENT AND MAINTENANCE BONDS (IF APPLICABLE):**

If performance, payment and maintenance bonds are required for this RFP as specified on the RFP's Cover Sheet, the Proposer shall furnish surety bonds from a licensed surety in the State of Connecticut and acceptable to the City of Stamford. The surety bonds shall be in the form of traditional bonds or in the form of an irrevocable letter of credit drawn on a financial institution acceptable to the City, in amounts stipulated. Said surety bonds shall be for the faithful and proper performance of all persons/corporations performing work towards the acceptable completion of this contract. The face value of the performance bond shall be as noted on the RFP's Cover Sheet. The face value of the maintenance bond shall be as noted on the RFP's Cover Sheet or \$5,000.00, whichever is greater. The maintenance bond shall be for a period commencing upon the expiration of the performance bond and terminating twenty-four (24) months following completion and acceptance of the work by the City. Such maintenance bond shall be provided by the Proposer to the City upon completion and acceptance of the work by the City. The cost of all such required surety bonds shall be borne entirely by the Proposer. Said surety bonds shall be provided no later than **FIFTEEN (15) Calendar Days** from the date of **AWARD** of this RFP.

The performance and payment bonds must both be underwritten by an insurance company licensed to do business in the State of Connecticut and currently listed in the Department of Treasury's Treasury Listing of approved Sureties (**MOST RECENT CIRCULAR**) and rated B+ or better by A. M. Best in the full stipulated amount of the contract.

If a certified check is provided in lieu of the submission of a surety bond or a letter of credit, the City shall deposit said check in a non-interest bearing account and shall be entitled to retain said sum in its accounts for the duration of the Agreement, including extensions thereof. Said sum shall constitute surety for the faithful and proper performance of the contract work. In the event that the Contractor defaults in its performance of the contract work, the City shall be entitled to

use said surety funds in its sole discretion to compensate for the Contractor's default. No interest shall be paid on said surety funds regardless of the Term of the Agreement or duration of the work.

**RFP DEPOSIT:**

RFP deposits shall be made payable to the City of Stamford. Such deposit shall be in the form of a RFP Bond of Acceptable Surety, (see Performance Bonds); a Certified Bank Instrument or Postal Money Order. Regardless of form, said deposit shall cover the maximum dollar amount that could be awarded under the RFP, i.e. the base RFP plus any alternates awarded. Any RFP submitted without the required RFP security shall be rejected as non-conforming.

**PROJECT COMMENCEMENT:**

Any project commencing without the proper authorization shall be declared "NULL" and "VOID" and no payment shall be authorized.

**CLAYTON ACT:**

The Proposer offers and agrees to assign to the Public Body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. and Sec. 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the purchasing body awards or accepts such contract without further acknowledgment by the parties.

**NON-DISCRIMINATION AND AFFIRMATIVE ACTION; MINORITY BUSINESS ENTERPRISES**

1) 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, gender identity or expression, intellectual disability, mental disability 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; and 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, gender identity or expression, intellectual disability, mental disability 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.

(2) 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 State of Connecticut Commission on Human Rights and Opportunities ["the Commission"].

(3) 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 notice to be provided

by the Commission, advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor agrees to comply with each provision of Connecticut General Statutes Sections 46a-60 and 46a-60a, and with each regulation or relevant order issued by the Commission pursuant to the Connecticut General Statutes.

(b) The contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on the public works project encompassed by the RFP Documents.

"Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the 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 Connecticut General Statutes Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: the contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(A)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor 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, gender identity or expression, sexual orientation, intellectual disability, mental disability 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. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability 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; (2) 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 commission; (3) 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 notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; (5)

the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

(B) Any Contractor who is a party to a municipal public works contract or quasi-public agency project, where any such contract is valued at less than \$50,000 for each year of the contract, shall provide the Commission on Human Rights and Opportunities with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subsection (A)(1) above, provided if there is any change in such representation, the Contractor shall provide the updated representation to the Commission not later than 30 days after such change. Any Contractor who is a party to a municipal public works contract or a quasi-public agency project, where any such contract is valued at \$50,000 or more for any year of the contract, shall provide the Commission with any one of the following: (1) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholder, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under subsection (A)(1) of this section; (2) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (a) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and the executive director of the Commission on Human Rights and Opportunities or designee certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section; or (3) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section and is in effect on the date the affidavit is signed..

(C) If the Contract is a municipal public works contract or a quasi-public agency project, the Contractor agrees and warrants that s/he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. The Contractor shall include the provisions of subdivision (A)(1) of this section in every subcontract or purchase order entered into to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(D) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the 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; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary

to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determination of the Contractor's good faith efforts shall include, but shall not be eliminated to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in municipal public works contracts or quasi-public agency projects. "Municipal public works project" means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, finance by the state funding in an amount equal to fifty thousand dollars or less. "Quasi-public agency project" means the construction, rehabilitation, conversion, extension, demolition or repair of a building or other changes or improvements in real property pursuant to a contract entered into on or after October 1, 2015, which is financed in whole or in part by a quasi-public agency using state funds, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

### **NONDISCRIMINATION ON THE BASIS OF SEXUAL ORIENTATION**

- (1) 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 sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and those employees is treated when employed without regard to their sexual orientation;
- (2) 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 notice to be provided by the Commission on Human Rights and Opportunities ["the Commission"] advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (3) The contractor agrees to comply with each provision of Connecticut General Statutes Section 4a-60a and with each regulation or relevant order issued by said Commission pursuant to the Connecticut General Statutes.

### **ADMINISTRATIVE RECONSIDERATION (26.53(d)).**

Within thirty (30) days of being informed by the City of Stamford that it is not responsive because it has not documented sufficient good faith efforts, a Proposer/offeror may request administrative reconsideration. Proposers/offerors should make this request in writing to the following Reconsideration Official:

Director of Administration  
City of Stamford  
888 Washington Boulevard

The Reconsideration official will not have played any role in the original determination that the Proposer/offeror did not document sufficient good faith efforts.

**INSURANCE REQUIREMENTS (IF APPLICABLE - SEE ATTACHED APPENDIX 1):**

**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.

**SET-OFF OF PROPERTY TAXES OWED TO THE CITY:**

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/Contractor hereby acknowledges that the City shall have the right to set-off or withhold any payment, or portion thereof, due to the Consultant/Contractor pursuant to this Agreement if any taxes levied by the City against any property, both real and personal, owned by the Consultant/Contractor are delinquent and have been so delinquent for a period of not less than one year. Any amount withheld from the Consultant/Contractor pursuant to this section shall be applied to the Consultant's/Contractor'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.

**WRITTEN AGREEMENT:**

The successful Proposer will be required to enter into a written Agreement with the City of Stamford for the completion of this project. **A sample copy of the Agreement is attached and made a part of these conditions. The sample is for illustrative purposes only and the terms of the final contract may differ substantially.**

**QUANTITIES:**

The quantities shown are approximate and for comparison purposes only. The actual amounts purchased shall be predicated upon satisfaction of the City's needs. In addition, the City reserves the right to award on an item by item basis.

The City reserves the right, subject to mutual agreement with the successful Proposer, to extend the terms of this RFP, at the RFP price, for a mutually agreed upon period of time.

**PAYMENT:**

The City's terms of payment are "**NET THIRTY (30) DAYS AFTER PRESENTATION OF INVOICE.**" No invoice will be paid until acceptance of goods ordered.

## **PROMPT PAYMENT TO SUBCONTRACTORS:**

Your attention is called to the serious problem of delayed payments to subcontractors for work completed and for which payment has been made by this Department to the general contractor or consultant.

Section 49-41a and Section 49-41c of the Connecticut General Statutes require general contractors to pay their subcontractors within **THIRTY (30) DAYS** of having received payment by the **City** for work performed or materials furnished by such subcontractor. In turn, subcontractors have **THIRTY (30) DAYS** upon receiving payment from the general contractor to pay their subcontractors.

Therefore, it is vital that prompt payments be made in accordance with the spirit and intent of this law.

## **TERMINATION:**

- A. **TERMINATION FOR CAUSE, SANCTIONS AND PENALTIES.** 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 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 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, photographs, or other material prepared by the Contractor pursuant to its performance under this Agreement shall, at the option of the City, become the City's property. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory services completed up to the effective date of termination. The Contractor 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 Contractor's express written permission;

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 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 Contractor 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 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. Further, if applicable, the City shall have the right to:

- 1) Complete the work of this Agreement, or any part thereof, either by itself or by other contractors, at the expense of the Contractor;
- 2) Purchase the products or services that are the subject of this Agreement elsewhere and hold the Contractor responsible for any increase in cost;
- 3) Pursue any equitable remedy, including, but not limited to, specific performance or injunction; and/or
- 4) Disqualify the Contractor from RFPding 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 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 property of the City. 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.

## **DISPUTE RESOLUTION.**

### **A. EXECUTIVE MEETING**

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

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

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

### **B. MEDIATION**

Any Claim subject to, but not resolved by, an Executive Meeting shall be subject to mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry

Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

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

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

### **C. ARBITRATION**

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

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

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

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

### **D. PERFORMANCE DURING DISPUTE**

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

### **E. CLAIMS FOR DAMAGES**

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

### **RFP APPEAL AND HEARING PROCEDURES:**

1. Any firm that believes the RFP process was unfair may appeal to the City. A letter stating reasons for appeal should be sent to the Director of Legal Affairs and the Purchasing Agent within five (5) calendar days of the RFP opening.
2. A hearing shall be conducted in accordance with C.G.,S. Section 4-176e through 4-181a, as amended, which are incorporated herein. The hearing officer shall issue a written decision within ninety (90) days of the last date of such hearing and state in the decision the reasons for the action taken.
3. Where applicable, review of protests by the FTA will be limited to the City's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to the FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation.

### **WRITTEN PROTEST PROCEDURES:**

1. The procedures established hereunder shall be available to contractors for the purpose of handling and resolving disputes relating to procurements hereunder. A protester must exhaust all administrative remedies hereunder before pursuing a protest in any court of law. Where applicable any information received under such procedures shall be disclosed to the Federal Transit Administration ("FTA") and a protester must exhaust all administrative remedies before pursuing a protest with the FTA.
2. The term "contractor" means any person, firm or corporation which has contracted or seeks to contract with the City of Stamford.
3. The term "Hearing officer" shall mean a person appointed by the Mayor to hear and decide allegations made by any contractor relating to procurements hereunder.

### **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.

### **TERMS:**

The terms "Proposer" and "contractor" are used interchangeably in this document.

### **ISSUING OFFICE:**

This RFP is being issued by the Purchasing Department, on behalf of the requesting department, City of Stamford, hereinafter referred to as the "City."

## **REJECTION OF RFPS AND SELECTION OF OPTION:**

The City reserves the right, for any reason, to refuse any and all RFPs submitted under these RFP specifications. The City also reserves the right to select the option that it believes is the most beneficial to the City of Stamford.

## **ADDENDA TO RFP:**

Amendments to this RFP may be necessary prior to the closing date and will be furnished to all prospective Proposers.

For technical questions concerning this RFP please contact the Project Manager identified on the cover sheet. All inquiries will be answered through the Purchasing Department in the form of Addenda.

## **BASIS OF AWARD:**

An award will be made to the most qualified Proposer in compliance with the specifications, as applicable.

## **SUBMISSION OF RFPS:**

All sealed RFPs should be submitted on-line to the City of Stamford's Purchasing Department no later than the date appearing on the cover page at <https://stamfordct.procureware.com> at 4:00 P.M. **LATE RFPS WILL BE REJECTED.**

## **INDEPENDENT PROJECT COST DETERMINATION AND GRATUITIES:**

By submission of its offer the Proposer certifies that in connection with this procurement:

- A. The costs in the offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or competitor;
- B. The Proposer agrees that the prices quoted in this proposal will not change for a period of one hundred twenty (120) days after the receipt at the Purchasing Department of their RFP;
- C. Unless otherwise required by law, the costs that have been quoted in this RFP 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;
- D. 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 a RFP for the purpose of restricting competition; and
- E. No elected or appointed officials or employees shall benefit financially or materially from any contract that may result from the procurement.

## **AVAILABILITY OF FUNDS:**

The contract award under this RFP Specification is contingent upon the availability of funding to the requesting department for this project. In the event that funds are not available for any reason, any contract resulting from this RFP may 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 whenever:

- A. The contractor shall default in performance of its contract and shall fail to correct such default within the period specified by the contracting office in a notice specifying default; or
- B. The contracting office shall determine that termination is in the better interest of the Office of Operations and/or of 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. Under certain circumstances the City may be prepared to consider reimbursing the contractor for appropriate documented expenditures, in the event of such termination.

**AMBIGUITY IN THE RFP SPECIFICATION:**

Prior to submitting their RFP, the contractor is responsible to bring to the City's attention any ambiguity in this RFP Specification. Not to do so shall result in the contractor forfeiting any claim for adjustment based on such ambiguity that should have been noted by a prudent contractor.

**CONTRACT AGREEMENT:**

The selected Proposer may be required to sign a formal written contract agreement with the City of Stamford. Refusal on the part of the Proposer to sign this contract will result in forfeiture of their RFP deposit.

**INSURANCE REQUIREMENTS:**

The selected Proposer will be required to deliver an insurance certificate in amounts and terms as noted in this RFP document to the Risk Manager of the City of Stamford.

**RFP DEPOSIT:**

RFPs must be accompanied with a RFP bond or certified check, payable to the City of Stamford, in the amount of five percent (5%) of the total RFP price including any add alternates. The bond or check of the selected Proposer shall be retained by the City until the RFP is awarded and a contract is fully executed and all required insurance certificates are delivered to the City's Risk Manager. Bonds and checks received from the unsuccessful Proposers, unless forfeited, will be returned within a reasonable time of proposal submission.

**PERFORMANCE GUARANTEE:**

The selected Proposer shall, prior to the signing of the contract, furnish the City a Letter of Credit or an executed Performance, Maintenance and Payment Bond issued by a surety company authorized to do business in the State of Connecticut, both subject to acceptance by the City's

Risk Manager, and to be in force for the duration of the contract. The bond shall represent 100% of the contract price.

**PAYMENT OF INVOICES:**

Invoices are subject to acceptance and approval by the City of Stamford in accordance with certification made by the requesting department on the basis of consistency with the contract.

**INFORMATION ON PROPOSERS' BACKGROUND:**

In addition to the specific information required to be submitted in direct response to this procurement, the City of Stamford reserves the right to request certain additional information from any/all Proposers, such as Dunn & Bradstreet reports, certified financial statements, lists and details on equipment and other important and necessary information and documents that will serve the best interest of the City, in the opinion of the Purchasing Agent and/or Director of Operations, in determining the capabilities of a contractor.

**SUB-CONTRACTING OR TRANSFER OF CONTRACT AFTER CONTRACT SIGNING:**

No portion of or the total awarded contract shall be sub-contracted or transferred to any other company or individual by the contractor without the prior written approval by the City of Stamford. The City has the right to disapprove of such sub-contracting or transfer if it feels that it is not in the best interest of the City.

**NON-PERFORMANCE PENALTY:**

The City shall promptly notify the contractor, in writing, of any non-performance activity on the part of the contractor. The contractor shall be required to immediately comply with the request of the City. If the contractor fails to comply within 48 hours, the City has the right to terminate the contract and collect the performance bond and/or claim damages and proceed with other legal action against the contractor. Failure of the City to give such notice shall not compromise or diminish the City's rights to give such notice in the future.

**KEY PERSONNEL:**

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

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

The City shall have the right to reject or terminate any of the staff provided by the proposer with 24-hour notice, and the proposer shall be able to provide immediate, temporary replacement and within 30 days, provide permanent replacement.

**AGREEMENT**

**THIS AGREEMENT** dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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, and acting herein by Caroline Simmons, 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 \_\_\_\_\_.

**WITNESSETH**

**WHEREAS**, The City solicited Request for Proposals No. \_\_\_\_\_ for \_\_\_\_\_ (hereinafter the “City’s RFP No. \_\_\_\_\_”);

**WHEREAS**, The Contractor submitted a proposal in response to the City’s RFP No. \_\_\_\_\_; and

**WHEREAS**, The City has accepted the Contractor’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, 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. COMPENSATION.** The City shall pay as compensation to the Consultant the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ .00), based on the total proposal as quoted in its RFP submitted to the City for RFP No. \_\_\_\_\_.

**or**

The Consultant's compensation from the City for the services provided pursuant to this Agreement shall be based on the unit prices as set forth in Item Nos. 1 through ? of the Consultant's Pricing Sheet included in its RFP attached hereto as Exhibit B.

or

The Consultant's compensation from the City for the services provided pursuant to this Agreement shall be based on the unit prices as set forth in Item Nos. 1 through ? of the Consultant's Pricing Sheet not to exceed \_\_\_\_\_ included in its proposal attached hereto as Exhibit B.

The total shall include all charges, direct costs, indirect costs, expenses, and fees of the Consultant. Said compensation shall be paid by the City upon review and approval of the Consultant's invoices for payment, as required by the City's Code of Ordinances (hereinafter referred to as "the Code").

**4. COMMENCEMENT AND COMPLETION OF WORK.** The Contractor shall commence the work on the date of execution of this Agreement by both parties and shall complete the work in a diligent and efficient manner no later than **XXXX (XXXX)** calendar days after contract execution (hereinafter the Substantial Completion Date).

It is agreed and understood that time is of the essence and that if the Contractor fails to complete 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. If the project is not completed by the date specified as the Substantial Completion Date in the bid documents and/or in the contract entered into between the City and the Contractor, the Contractor shall pay the City liquidated damages in the daily amount of 1/10 of 1% of the total contract value, as set forth in greater detail in the Notice to Bidders.

Contractor's sole remedy for owner's delays shall be an extension of time to complete the work and Contractor hereby waives any claims for consequential damages, including, but not limited to, principal office expense, loss of financing, reputation and/or lost profit.

**5. 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;

**6. CONTRACTOR'S REPRESENTATIVE AND KEY PERSONNEL.** The following representative of the Contractor shall be authorized to act on behalf of the Contractor with respect to the Scope of Services and shall have full authority to accept instructions, make decisions, communicate for and act on behalf of the Contractor at all times:

Contractor Representative:

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

In addition to the Contractor's Representative, the following Key Personnel of the Contractor shall be assigned to, participate in and be available to the City for the Scope of Services:

Key Personnel:

\_\_\_\_\_

Title:

\_\_\_\_\_

Title:

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

**7. STANDARD OF CARE AND REPRESENTATIONS.** In performing the Scope of Services, the Contractor will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession practicing in the same or similar locality (the "Standard of Care"). The Contractor 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, in accordance with the Standard of Care. The Contractor hereby acknowledges that the City has relied upon said representations in entering into this Agreement;

**8. CAPACITY/INDEPENDENT CONTRACTOR.** The Contractor 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 Contractor and the City. The City shall not be required to pay, or make any contribution to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term of this Agreement. The Contractor shall be responsible for paying, and complying with reporting requirements for, all state, local, and federal taxes related to payments made to the Contractor under this Agreement;

**9. INDEMNIFICATION.** The Contractor 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 Contractor, or loss of or damage to property, resulting directly or indirectly from the Contractor's negligent performance pursuant to this Agreement, or by any 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, shall not be limited by reason of any insurance coverage required pursuant to this Agreement, and shall survive the termination of this Agreement;

**10. INSURANCE.** The Contractor 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. The Contractor shall be solely responsible for ensuring that its agents, including contractors and subcontractors, maintain insurance coverage at levels no less than those required of the Contractor pursuant to this section;

**11. LIMITATION OF LIABILITY.** The Contractor's sole remedy for City delays shall be an extension of time to complete the Scope of Services and the Contractor hereby waives any claims for consequential damages, including, but not limited to, principal office expense, loss of financing, reputation and/or lost profit;

**12. ASSIGNMENT.** The Contractor shall not assign or transfer any portion of the Scope of Services set forth herein without the prior written approval of the City;

**13. SUBCONTRACTING/SUBCONSULTING.** Aside from those subconsultants or subcontractors disclosed in the Contractor's Proposal, the Contractor is prohibited from further subconsulting or subcontracting the Scope of Services or any part of it unless the City first approves such subconsulting or subcontracting in writing and approves, in writing, of the specific subconsultant(s) or 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 subconsultant or subcontractor, the Contractor shall comply with the City of Stamford Code of Ordinances § 103.4;

**14. 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;

**15. 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 pursuant to this Agreement;

**16. RESPONSIBLE EMPLOYER OBLIGATIONS.** Pursuant to Sec. 103-10 of the Stamford Code of Ordinances, the Contractor shall comply with, and shall be responsible for the compliance of its subcontractors with:

1. the requirements of the 1996 Stamford Construction Jobs Agreement that contractors make every effort to employ qualified residents of Stamford at a targeted goal of twenty nine percent (29%) of the project's workforce, when available, which shall include a goal of that targeted percentage of one third (1/3) minorities and/or women;
2. all state and federal laws and regulations regarding prevailing wages;
3. all applicable state and federal laws and regulations, and the provisions of the Stamford Jobs Construction Agreement, regarding maintenance and

participation in apprenticeship training programs;

4. all applicable state laws concerning employee health insurance;
5. All state and federal laws concerning classification of employees as employees rather than independent contractors; workers' compensation; unemployment taxes; and social security and income tax withholdings.

Any Contractor who fails to comply with subsections 1 through 5 of this Paragraph shall be subject to one or more of the following sanctions:

1. Cessation of work on the project until compliance is obtained;
2. Permanent removal from any further work on the project;
3. Withholding of payment due under any contract or subcontract;
4. Liquidated damages to the City in the amount of five percent (5%) of the dollar value of the contract; and/or
5. Exclusion from the performance of future work or behalf of the City of Stamford;

**17. INSPECTION OF CONTRACT WORK.** Pursuant to Section 103-8 of the City's Code of Ordinances, as a condition precedent to the release of any Performance Bond hereunder, the Contractor shall inspect the work performed under this Agreement within thirty (30) days of the completion thereof. The City will additionally perform its own independent inspection;

**18. ACCEPTANCE OR REJECTION OF CONTRACT WORK.** Pursuant to Section 103-9 of the City' Code or Ordinances, as a condition precedent to the release of any performance bond required hereunder, immediately following the inspection of contract work conducted pursuant to Paragraph 16 hereof, the Contractor shall submit to the City an affidavit setting forth either acceptance of the work performed under this Agreement or an itemized list of work to be corrected, repaired, or replaced;

**19. PROOF OF PAYMENTS TO SUBCONTRACTORS.** Upon receipt of any payment from the City, the Contractor shall pay each subcontractor and material supplier in proportion to the percentage of work completed by each subcontractor and material supplier. If for any reason, the Contractor receives less than the full payment due from the City, the Contractor shall be obligated to disburse on a pro rata basis those funds received, such that the Contractor, subcontractors and material suppliers each receive a prorated portion based upon the amount of the payment.

Within thirty (30) calendar days of the receipt of any payment from the City, the Contractor shall be required to submit a Statement of Payments Made by Contractor to Subcontractors

to the Project Manager, Clerk of the Works, Staff Engineer, or other City employee or official directly supervising the work of the Contractor. Failure to timely submit such form to the City shall entitle the City to withhold future payments to the Contractor until such time as the form has been submitted to the City;

**20. CHANGE ORDERS AND CONTRACT EXTRAS.** Pursuant to the City of Stamford Code of Ordinances, Section 23-18.4 C., all change orders and 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](http://www.municode.com);

**21. COMPLIANCE WITH CITY OF STAMFORD CODE PROVISIONS.** The Contractor shall fully comply, to the extent applicable, with the requirements of the City of Stamford Code of Ordinances, Sections 103-1 through 103-10, regarding contractors in general. The provisions of the City of Stamford Code of Ordinances can be found at [www.municode.com](http://www.municode.com);

**22. COMPLIANCE WITH LAWS.** The Contractor shall be responsible for compliance with all applicable federal, state and local laws, rules, regulations, codes, orders, ordinances, charters, statutes, policies and procedures related to the Scope of Services.

**23. CONFIDENTIALITY.** During and after the term of this Agreement, the Contractor, 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 for 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;

**24. GIFTS.** During the Term of this Agreement, 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 members, officers, directors, employees, and owners of more than 5% equity in the Contractor;

**25. CODE OF ETHICS.** The Contractor is prohibited from using its status as a contractor to the City to derive any interest(s) or benefit(s) from other individuals or organizations and the Contractor 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 Contractor, the Contractor's Representatives nor the Contractor'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 either the Contractor, the Contractor's Representative or the Contractor'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 is accused of performing or committing any act which could adversely impact the Contractor's events, programs, services, or reputation, the City shall have the right to terminate this Agreement upon fifteen (15) days written notice specifying the reason, within which period the Contractor 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. TERMINATION.**

- A. TERMINATION FOR CAUSE, SANCTIONS AND PENALTIES. 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 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 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, photographs, or other material prepared by the Contractor pursuant to its performance under this Agreement shall, at the option of the City, become the City's property. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory services completed up to the effective date of termination. The Contractor 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 Contractor's express written permission;

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 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 Contractor 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 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. 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 contractors, at the expense of the Contractor;
- 2) Purchase the products or services that are the subject of this Agreement elsewhere and hold the Contractor responsible for any increase in cost;
- 3) Pursue any equitable remedy, including, but not limited to, specific performance or injunction; and/or
- 4) Disqualify the Contractor 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 pursuant to this Agreement would no longer be served by the services provided. 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 property of the City. If this 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 this 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 this Agreement;

**28. 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;

**29. 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; and

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; and

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; and

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 Contractor shall continue performance under this Agreement while matters in dispute are being resolved;

**30. 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 City shall have the right to set-off or withhold any payment, or portion thereof, due to the Contractor pursuant to this Agreement if any taxes levied by the City of Stamford against any property, both real and personal, owned by the Contractor are delinquent and have been so delinquent for a period of not less than one year. Any amount withheld from the Contractor pursuant to this section shall be applied to the Contractor'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;

**31. NON-APPROPRIATION.** The City is a municipal corporation and, therefore, the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City of Stamford Board of Representatives of funds sufficient for such purposes for each budget year in which this Agreement is in effect;

**32. GOVERNING LAWS AND VENUE.** The parties deem this Agreement to have been made in the City of Stamford, State of Connecticut and that it is fair and reasonable for the validity and construction of this 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 parties hereby waive any objection which they may now have or will have to the laying of venue of any claims in any forum and further irrevocably submit to such jurisdiction in any suit, action or proceeding;

**33. INTERPRETATION.** The City, in its sole discretion, shall determine the terms and/or document(s) which shall prevail and take precedence in the event of any ambiguity between the terms of this Agreement and any of the incorporated Exhibits;

**34. NON-WAIVER.** The failure of either party 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 party may have; and shall not be deemed a waiver of any subsequent breach or default of the terms, conditions or covenants herein contained. The parties reserve the right to require strict compliance therewith at any time, with or without notice, except as may be otherwise required herein; and

**35. COUNTERPARTS.** 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. Paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

*REMAINDER OF PAGE INTENTIONALLY LEFT 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: \_\_\_\_\_  
Caroline Simmons, Mayor

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

\_\_\_\_\_  
Print:  
Witness

**CONTRACTOR**

\_\_\_\_\_  
Print:  
Witness

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

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

\_\_\_\_\_  
Print:  
Witness

Approved as to Form:

Approved as to Insurance:

\_\_\_\_\_  
Asst. Corp. Counsel

\_\_\_\_\_  
David Villalva  
Risk Manager

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

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

**CHARTER AND CODE of the CITY OF STAMFORD COUNTY OF FAIRFIELD STATE OF CONNECTICUT Nos. 47-14 thru 47-16**

[https://library.municode.com/CT/stamford/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH47PE\\_ARTIVLASTRE](https://library.municode.com/CT/stamford/codes/code_of_ordinances?nodeId=COOR_CH47PE_ARTIVLASTRE)

**Sec. 47-14. - Hiring preferences.**

- A. In the employment of labor to perform the work specified in § 47-16A herein, preference shall be given to legal residents of the United States who are and continuously for at least three (3) months prior to their date of hire have been residents of the labor market area for the City of Stamford as established by the State Labor Commission under Section 31-52(b) of the Connecticut General Statutes, and if no such qualified person is available, then to legal residents who have continuously resided in the county in which the work is to be performed for at least three (3) months prior to their date of hire, and then to legal residents of the state who have continuously resided in the state at least three (3) months prior to their date of hire. Any contractor who knowingly and willfully employs any person in violation of any provision of this subsection shall be fined one hundred dollars (\$100.00) for each week or fraction of a week each such person is employed.
- B. Each contract specified in § 47-16A herein shall contain the following provisions: "In the employment of labor to perform the work specified herein, preference shall be given to legal residents of the United States who are and continuously for at least three (3) months prior to their date of hire have been residents of the labor market area for the City of Stamford as established by the State Labor Commission under Section 31-52(b) of the Connecticut General Statutes, and if no such qualified person is available, then to legal residents who have continuously resided in the county in which the work is to be performed for at least three (3) months prior to their date of hire, and then to citizens of the state who have continuously resided in the state at least three (3) months prior to their date of hire."

**Sec. 47-15. - Compliance with provisions.** [\[5.1\]](#)

- A. Every person or employer with three (3) or more persons in his employ, contracting with the City of Stamford for public or publicly aided construction as defined in section 47-16A, shall be deemed to have accepted the provisions of this section, and these provisions shall thereupon become part of the contract documents and shall be incorporated therein. In particular, during the performance of this contract, the contractor shall be deemed to agree as follows:
- (1) The contractor, by itself or its agent, will not discriminate against any employee or applicant for employment because of race, color, religious creed, age, sex, marital status, national origin, ancestry or physical disability, except in the case of a bona fide occupational qualification or need.
  - (2) The contractor will take affirmative action to make known that company's policy in this regard and to recruit and encourage all qualified persons to seek employment based on individual merit and to ensure that all qualified applicants are given employment and that employees are treated equally during employment without regard to their race, color, religious creed, age, sex, marital status, sexual orientation, gender identity or expression, national origin, ancestry or physical disability. Such affirmative action and nondiscrimination shall be in respect to but not limited to the following: employment; terms and conditions of employment; upgrading, demolition or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in form to be approved by the Commission on Human Rights of the City of Stamford, setting forth the provisions of this nondiscrimination clause.
  - (3) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, age, sex, marital status, sexual orientation, gender identity or expression, national origin, ancestry or physical disability.
- B. Each labor organization supplying labor to or having a labor contract with a person covered by Subsection A of this section shall be deemed to have accepted the provisions of this section. In particular, such union shall be deemed to agree as follows:
- (1) The union will not discriminate against any union member or employee or applicant for union membership or employment because of race, color, religious creed, age, sex, marital status, sexual orientation, gender identity or expression, national origin, ancestry or physical disability, unless such action is based on a bona fide occupational qualification.

- (2) The union will take affirmative action to make known its policy in this regard and to encourage and recruit all qualified persons to seek union membership and employment based on individual merit and to ensure that all qualified applicants are given union membership and employment and that members and employees are treated equally during union membership and employment without regard to their race, color, religious creed, age, sex, marital status, sexual orientation, gender identity or expression, national origin, ancestry or physical disability. Such affirmative action and nondiscrimination shall be in respect to but not be limited to the following: union membership; employment; terms and conditions of employment; upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and the benefits of collective bargaining rights. The union agrees to post in conspicuous places, available to employees, its members and applicants for employment or union membership, notices in form approved by the Commission on Human Rights of the City of Stamford, setting forth the provisions of this nondiscrimination clause.
- C. The Commission on Human Rights and/or the Director of Operations [\[5.2\]](#) shall have the right to inspect and obtain copies of personnel, employment and other relevant records of contractors and membership and other relevant records of unions subject to this Article for the purpose of investigation to determine compliance.
- D. Upon due notice to a contractor or a union concerning which there is reasonable cause to believe noncompliance has occurred or is occurring, the Commission on Human Rights is empowered to hold a public hearing to determine whether or not any of the provisions of this section have been violated. In the event it is found that a contractor has not complied with this section or with the nondiscrimination and affirmative action clauses of his contract, the Commission on Human Rights may cancel, terminate or suspend such contract in whole or in part and the contractor may be declared ineligible for further city contracts until such time as the Commission shall certify that the contractor is in compliance, and such other sanctions may be imposed and remedies invoked as provided by law or rule or regulation promulgated thereunder. In the event it is found that a union has not complied with this section, the Commission may direct it to take steps to achieve compliance or be disqualified from furnishing labor to contractors subject to this section, or such other sanctions may be imposed and remedies invoked as provided by law or by rule or regulation promulgated thereunder.
- E. The Commission on Human Rights is hereby authorized to adopt, publish, amend and rescind rules and regulations, consistent with and in furtherance of the provisions of this section, to subpoena witnesses and require the production of documents to the same extent as is authorized by Section 31-125 of the Connecticut General Statutes, as the same may be, from time to time, amended.

Footnotes:

--- (5.1) ---

— Amended [9-8-2015 by Ord. No. 1201](#).

--- (5.2) ---

Editor's Note— The position of Commissioner of Public Works was eliminated by referendum on 11-7-1995. The responsibilities previously held by the Commissioner of Public Works are now held by the Director of Operations. See Charter, Sec. C5-10-1.

Sec. 47-16. - Wage and hour provisions.

- A. Each contract for the construction, alteration or repair of any public works project by the City of Stamford or for any construction, alteration or repair project financed or subsidized in any way by the City of Stamford, including any such construction contract toward which the City of Stamford makes any cash payment, payment of in-kind services or provision of land for construction thereon, and all contracts involved in any part of the official redevelopment plan of the City of Stamford where the plan requires the City of Stamford to furnish cash, noncash equivalents or credits, in-kind services or any other expenditure of city staff, money or material, shall contain the following provision: "The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in Subsection H of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of Stamford. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each payday.
- B. Any person who knowingly or willfully employs any mechanic, laborer or workman in the construction, alteration or repair of any public works project for or on behalf of the City of Stamford or in any building or construction project financed or subsidized in any way by the City of Stamford as defined in Subsection A at a rate of wage on an hourly basis which is less than customary or prevailing for the same work in the same trade or occupation in said City of Stamford, or who fails to pay the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund or, in lieu thereof, to the employee as provided by Subsection A, shall be fined not more than one hundred dollars (\$100.00) for each offense. In addition, if it is found by the Director of Operations that any mechanic, laborer or workman employed by the contractor or any subcontractor directly on the site for the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as required by this section, the Director of Operations may, by written notice to the contractor, terminate such contractor's right to proceed with the work or such part of the work as to which there has been a failure to pay said required wages and to prosecute the work to completion by contract or otherwise, and the contractor and his sureties shall be liable to the City of Stamford for any excess costs occasioned the City of Stamford thereby. The Director of Operations shall, within two (2) days after taking such action, notify the State Labor Commissioner in writing of the name of the contractor or subcontractor, the project involved, the location of the work, the violations involved, the date the contract was terminated and steps taken to collect the required wages.
- C. The Director of Operations may make complaint to the proper prosecuting authorities for violation of any provision of Subsection B.
- D. For the purpose of predetermining the prevailing rate of wage on an hourly basis and the amount of payment or contribution paid or payable on behalf of each employee to any employee welfare fund as defined in Subsection H and for establishing classifications of skilled, semiskilled and ordinary labor, the Director of Operations shall be guided by determinations made by the Labor Commissioner of the State of Connecticut under C.G.S. § 31-53(e). If such determinations are not available, the Director of Operations shall hold a hearing at any required time in order to make his own determination.
- E. In accordance with Subsection D, the Director of Operations shall determine the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of such employee to any employee welfare fund as defined in Subsection H, and the agent empowered to let such contract shall include such rate of wage and such amount of payment or contribution paid to any employee welfare fund or, in lieu thereof, the amount to be paid directly to each employee therefor as provided in Subsection A for all classifications of labor in the proposal for the contract. The rate of wage on an hourly basis and the amount of payment or contributions to any welfare fund, as defined in Subsection H, or cash in lieu thereof, as provided in Subsection A, shall at all times be considered as the minimum rate for the classification for which it was established.
- F. Each employer subject to the provisions of this section shall keep, maintain and preserve such records relating to the wages and hours worked by each employee and a schedule of the occupation or work classification at which each mechanic, laborer or workman on the project is employed during each workday and week in such manner and form as the Director of Operations establishes to assure the proper payments due such employees or welfare funds under this section.

- G. The provisions of this section shall not apply where the total cost of all work to be performed by contractors and subcontractors in connection with any project covered by this section is less than five thousand dollars (\$5,000.00).
- H. As used in this section, "employee welfare fund" means any trust fund established by one (1) or more employers and one (1) or more labor organizations to provide from moneys, whether through the purchase of insurance or annuity contracts or otherwise, benefits under an employee welfare plan, provided that such term shall not include any such fund where the trustee or all the trustees are subject to supervision by the Bank Commissioner of this state or any other state or the Comptroller of the Currency of the United States or the Board of Governors of the Federal Reserve System; and "benefits under an employee welfare plan" means one (1) or more benefits or services under any plan established or maintained for employees or their families or dependents, or for both, including but not limited to medical, surgical or hospital care benefits; benefits in the event of sickness, accident, disability or death; benefits in the event of unemployment or retirement benefits.

**City of Stamford**

**Ordinance Compliance**

This is to acknowledge and certify that I/We have read and understood City of Stamford Ordinance Nos. 47-14 thru 47-16 and hereby certify that I/We are in total compliance with same.

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

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

City, State, Zip: \_\_\_\_\_

Title of person completing this form: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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:

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

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

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

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

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

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

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

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**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: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ ss. \_\_\_\_\_

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

Personally appeared \_\_\_\_\_, as \_\_\_\_\_ of the above named firm, and attested that the foregoing statements are true and accurate to the best of his/her knowledge and belief.

\_\_\_\_\_  
Signature of Notary Public  
My Commission Expires: \_\_\_\_\_

EFFECTIVE: 2/24/09

**City of Stamford**  
**State of Connecticut Contractor Verification (in accordance with Public Act 16-67)**

**Compliance Affidavit**

I, the undersigned, personally and on behalf of \_\_\_\_\_, having  
(Contractor)

been duly sworn, affirm and say that I have read, understand and am in compliance with Public Act 16-67 Concerning the Disclosure of Certain Education Personnel Records, Criminal Penalties for Threatening in Educational Settings and the Exclusion of a Minor's Name from Summary Process Complaints, and that neither I nor said Contractor, to the best of my knowledge, is in possession of any information indicating a finding of abuse or neglect or sexual misconduct, or otherwise have knowledge of such a condition(s) for any employees working on the project identified in RFQ/RFP or RFP S-\_\_\_\_\_. Further, if I or said Contractor  
(RFQ/RFP or RFP Number)

become aware of any information indicating such a finding, or otherwise gain knowledge of such a condition, I and/or said Contractor will immediately forward such information to the City of Stamford.

Contractor Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Title of person completing this form: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ ss. \_\_\_\_\_

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

Personally appeared \_\_\_\_\_, as \_\_\_\_\_  
of the above named Contractor, and attested that the foregoing statements are true and accurate to the best of his/her knowledge and belief on behalf of himself and said Contractor.

\_\_\_\_\_  
Signature of Notary Public

My Commission Expires: \_\_\_\_\_

**CERTIFICATE OF CORPORATE RESOLUTION  
RFP**

I, \_\_\_\_\_, SECRETARY OF \_\_\_\_\_  
A CORPORATION EXISTING UNDER THE LAWS OF THE STATE OF \_\_\_\_\_, DO  
HEREBY CERTIFY THAT THE FOLLOWING IS A TRUE COPY OF CERTAIN RESOLUTIONS  
ADOPTED BY THE BOARD OF DIRECTORS OF SAID COMPANY, AT A MEETING THEREOF  
DULY CALLED AND HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

“RESOLVED, THAT THE \_\_\_\_\_  
OF THE CORPORATION BE AND IS HEREBY AUTHORIZED TO SIGN  
A CONTRACT WITH THE CITY OF STAMFORD, CONNECTICUT FOR  
\_\_\_\_\_, RFP No. S-\_\_\_\_\_”.

I, FURTHER CERTIFY THAT, \_\_\_\_\_ IS THE DULY  
ELECTED \_\_\_\_\_ OF \_\_\_\_\_  
AND THE FOREGOING RESOLUTION HAS NOT BEEN MODIFIED OR REPEALED AND IS  
IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, I HAVE, HEREUNTO, SUBSCRIBED BY NAME AND AFFIXED  
THE SEAL OF SAID CORPORATION THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
SECRETARY

**CERTIFICATION AS TO CONTRACT SIGNATORY**  
*For Limited Liability Companies (LLCs)*  
**(Effective 9/1/2011)**

I, \_\_\_\_\_ a \_\_\_\_\_ of \_\_\_\_\_,  
(name of member or manager) (Member or Manager) (name of LLC)

LLC, a limited liability company organized and existing under the laws of the State of Connecticut (hereinafter the "Company"), hereby certify that:

1. that \_\_\_\_\_ is run by \_\_\_\_\_  
(name of LLC) (Members or Managers)

2. that \_\_\_\_\_ is a \_\_\_\_\_ of \_\_\_\_\_  
(name of contact signatory) (Member/Manager) (name of LLC)

and

3. that as such \_\_\_\_\_ is not prohibited from or  
(name of Member/Manager who is contract signatory)  
limited by the articles of organization from binding the LLC.

**IN WITNESS HEREOF**, the undersigned has affixed his/her signature this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

(LLC Seal)  
(Circle this L.S. if there is no seal)

\_\_\_\_\_  
Secretary (name of Secretary)

**PROPOSER'S INFORMATION AND ACKNOWLEDGEMENT FORM**

RFP No: \_\_\_\_\_

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

Proposer's Name: \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Business Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Unique Entity ID: \_\_\_\_\_ Tax Id. No.: \_\_\_\_\_

Indicate (Yes/No) if company submitting this RFP is: \_\_\_ MBE \_\_\_ WBE \_\_\_ DBE  
(If yes, attach relevant certification)

This document, in order to be considered a valid RFP, must be signed by a principal, officer or owner of the RFPing firm. Such signature will attest to the fact that the terms, conditions and specifications of this RFP have been read, understood and accepted by the Proposer.

The undersigned acknowledges that the terms, conditions and specifications of this RFP are understood and unconditionally accepted.

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

Printed Name: \_\_\_\_\_

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

RFP Deposit (If Applicable): \_\_\_\_\_

Addenda Acknowledgement – check and note date of addendum

<input type="checkbox"/> Addenda No. 1	<input type="checkbox"/> Addenda No. 2
<input type="checkbox"/> Addenda No. 3	<input type="checkbox"/> Addenda No. 4
<input type="checkbox"/> Addenda No. 5	<input type="checkbox"/> Addenda No. 6
<input type="checkbox"/> Addenda No. 7	<input type="checkbox"/> Addenda No. 8
<input type="checkbox"/> Addenda No. 9	<input type="checkbox"/> Addenda No. 10
<input type="checkbox"/> Addenda No. 11	<input type="checkbox"/> Addenda No. 12

**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 [Sections 46a-68-1 to 46a-68-17](#) 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.

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INSTRUCTIONS AND OTHER INFORMATION

The following [BIDDER CONTRACT COMPLIANCE MONITORING REPORT](#) 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 [Sections 4a-60](#) and [4a-60a](#) CONN. GEN. STAT., and [Sections 46a-68j-23](#) 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.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

**MANAGEMENT:** Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

**BUSINESS AND FINANCIAL OPERATIONS:** These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

**MARKETING AND SALES:** Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and 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 communications and records; collecting accounts; gathering 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).

**BUILDING AND GROUNDS CLEANING AND MAINTENANCE:** This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

**CONSTRUCTION AND EXTRACTION:** This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

**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 miscellaneous material moving workers.

**PRODUCTION WORKERS:** The job titles included in 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.

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

<p><u>White</u> (not of Hispanic Origin)-All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u> (not of Hispanic Origin)-All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- 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.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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**BIDDER CONTRACT COMPLIANCE MONITORING REPORT**

**PART 1 – Bidder Information**

<p>Company Name: Street Address: City &amp; State: Chief Executive:</p>	<p>Bidder Federal Employer Identification Number: Or Social Security Number:</p>
<p>Major Business Activity: (brief description)</p>	<p>Bidder Identification (response optional/definitions on page 1)</p> <p>-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</p>
<p>Bidder Parent Company: (If any)</p>	
<p>Other Locations in CT: (If any)</p>	

**PART II - Bidder Nondiscrimination Policies and Procedures**

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

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:

JOB CATEGORY*	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		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)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. 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	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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**CITY OF STAMFORD**  
**INSURANCE REQUIREMENTS**  
**Automated Traffic Enforcement Safety Devices**  
**(Speed Safety Camera) Services**

Consultant 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. 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 the Consultant and the City of Stamford;
  - (c) Bodily injury and property damage;
  - (d) Personal Injury and Advertising Liability;
  - (e) City of Stamford and its employees, agents and officers designated as additional insureds;
  - (f) Policy shall be underwritten on an occurrence basis.
2. Professional Liability/Errors & Omissions insurance with a minimum limit of liability of \$1,000,000.
3. If services are to be provided which call for Consultant's employees, agents or officers to conduct business locally with the City of Stamford, 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 \$500,000 each accident, \$500,000 disease policy limit and \$500,000 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.
4. 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 the Consultant and the City of Stamford or the date the Consultant commences its services for the City of Stamford. The policy shall also contain an extended reporting date of not less than three years following

termination of the Agreement between the Consultant and the City of Stamford or conclusion of the services rendered by the Consultant, whichever is later.

5. All insurance required hereunder shall contain waivers of subrogation in favor of the City of Stamford and its employees, agents and officers. The Consultant shall waive any right of claim, loss or damage against the City of Stamford and its employees, agents and officers.
6. 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.
7. The insurance required hereunder shall in no way serve to limit or reduce the liability of the Consultant under this Agreement.
8. The Consultant shall provide the Risk Manager with certificates of insurance, which evidence the insurance required hereunder. The Consultant shall provide the Risk Manager with renewal certificates of insurance within 15 days prior to the expiration of the policies. Consultant's failure to renew said certificates of insurance or insurance policies shall not be deemed to be a waiver of the Consultant's obligations to comply with all provisions of these insurance requirements hereunder.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> ABC Insurance Co. 123 Main Street City, State Zip	<b>CONTACT NAME:</b> Insurance Broker <b>PHONE (A/C, No, Ext):</b> 888-888-8888 <b>E-MAIL ADDRESS:</b> broker@insurance.com	<b>FAX (A/C, No):</b> 555-555-5555
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Sample Company 456 Sample Company City, State Zip	<b>INSURER A:</b> Insurance Co. 1	NAIC # 11111
	<b>INSURER B:</b> Insurance Co. 2	11112
	<b>INSURER C:</b> Insurance Co. 3	11113
	<b>INSURER D:</b> Insurance Co. 4	11114
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	123456789	01/01/2024	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXX,XXX MED EXP (Any one person) \$ XXX,XXX PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ X,000,000 PRODUCTS - COMP/OP AGG \$ X,000,000	
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	123456789	01/01/2024	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	X	123456789	01/01/2024	12/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liability			234567890	01/01/2024	12/31/2024	\$1,000,000 Occur	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Stamford and its employees, agents and officers designated as additional insureds under commercial general liability & automobile liability. All insurance required hereunder are primary, not excess or contributory to any insurance maintained by or on behalf of City of Stamford. Waivers of subrogation in favor of City of Stamford and its employees, agents and officers.

**CERTIFICATE HOLDER****CANCELLATION**

City of Stamford 888 Washington Blvd. Stamford, CT 06901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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