MAYOR
CAROLINE SIMMONS

PURCHASING MANAGER
ERIK J. LARSON

OPR32.021_EXH_A

CITY OF STAMFORD
PURCHASING DEPARTMENT

Request for Proposal No.	2025.0185
Title	City RFP - Citywide Park Concessions and Beach Services
Date Issued	October 17, 2024
Requesting Department	Parks & Recreation
Proposals Due	November 21, 2024@ 4:00 P.M.
Submit Responses	Online via ProcureWare at https://stamfordct.procureware.com
Name saved file as	*Proposer Name* Response to Stamford RFP No. *XXX*
Deadline for questions	10 working days before the due date
Contact for Technical Questions/Project Manager	Kevin Murray, Director of Parks & Recreation, (203) 977-4606 or kmurray@stamfordct.gov
Contact for Purchasing Questions	Erik J. Larson, Purchasing Agent elarson@stamfordct.gov
Pre-Proposal Meeting	N/A
Mandatory	

Introduction

The City of Stamford, Connecticut is requesting proposals from qualified food and beachfront service providers, to use their creativity to demonstrate how they could provide food and beachfront services. Vendors can submit plans for as many services as they think they have the capacity for.

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

CITY OF STAMFORD

Office of Operations

REQUEST FOR PROPOSALS

CITYWIDE PARK CONCESSIONS AND BEACH SERVICES

1.0 INTRODUCTION

The City of Stamford is responsible for 54 parks, including three beaches, a golf course, and an ice rink. Of these, 17 parks have the infrastructure for food services including concession buildings, food trucks, and push carts. The three beaches could also benefit from beachfront services for towels, chairs and umbrellas. There are significant gaps in the level of services available at these parks, and a need to better envision and plan to provide food and beachfront services at these parks for members of the public to thoroughly enjoy their experience.

The intent of this RFP is to generate proposals from food and beachfront service providers, to use their creativity to demonstrate how they could provide food and beachfront services at the locations listed below. Vendors can submit plans for as many services as they think they have the capacity for. For example, a food service business could submit a proposal to service just one park, a few parks, or all available depending on what makes the most sense for the scale of their business. Likewise, the City of Stamford reserves the right to select multiple vendors to service the same park or beach depending on the facilities of each location. The process to determine these outputs must be inclusive, such that the outcomes are agreed upon and endorsed by the various stakeholders of Stamford Parks.

1.02 EXHIBIT A: SERVICES OPPORTUNITIES

Bid Option	Park Name	Park Location	Concession Building	Food Truck Opportunities Available	Pushcart Opportunities Available	Towels/ Chairs/ Umbrellas (Y/N)
1	Barrett Park	Burdick St.	0	1	0	N
2	John Boccuzzi @ Southfield Park	200 Southfield Ave.	0	2	0	N
3	Carwin Park	Spruce St.	0	1	0	N
4	Czescik Park	Harbor Dr.	0	1	0	N
5	Susan Nabel @ Chestnut Hill Park	354 Chestnut Hill Rd.	0	1	0	N
6A	Cove Island Park	366 Weed Ave.	1			
6B				3		
6C					1	
6D						Y
7A	Cummings Park	Shippan Ave.		5		
7B					1	
7C						Y
8	Dorthey Heroy Park	51 Riding Stable Trail	0	1	0	N
9	Courtland Avenue Park	Courtland Ave and East Main.	0	2	0	N
10	Jackie Robinson Park	Richmond Hill Ave.	0	2	0	N
11	Kosciuszko Park	200 Elmcroft Rd.	0	2	0	N
12A	Lione Park	Merrell Ave.		2		N
12B					1	

13A	Scalzi Park	97 Bridge St.	1			
13B				3		
14	Rosa Hartman Park	Brownhouse Rd.	0	2	0	N
15	Veterans Park	130 Atlantic St.	0	1	0	N
16A	West Beach/Park	Shippan Ave		2		
16B						Y
17	Terry Conners Ice Rink	1125 Cove Rd.	1	0	0	N

2.0 GENERAL INFORMATION

The following information may help in preparing your proposal.

2.1 PERSONNEL

Any employee of the vendor, who, in the opinion of the City of Stamford, Office of Operations, is unacceptable, shall be removed from the project pursuant to the request of the Office of Operations. The vendor will have to fill the vacancy with another employee of acceptable experience and skills. The vendor is responsible for security checks on all hired personnel.

2.2 PAYMENT

The vendor shall indicate the annual price or prices being offered to the City.
The City is accepting proposals for creative profit-sharing models or monthly/ annual fee proposals.

Checks are to be made payable to the "City of Stamford" and mailed or delivered to:

Cashiering & Permitting Department
City of Stamford
888 Washington Boulevard
P.O. Box 10152
Stamford, CT 06904-2152
(203) 977-5210

INSURANCE REQUIREMENTS MANAGEMENT AND OPERATION OF FOOD SERVICES AT CITY OF STAMFORD PARKS

The vendor shall be responsible for all preventative maintenance, repair and/or replacement of all damage and losses to the demised premises and equipment, whether insured or not insured. All repairs and /or replacement of damage and losses will be completed as soon as practicable after discovery of the damage and losses by the Vendor and/or City of Stamford. All preventative maintenance, repairs and/or replacement of damage and/or losses to the demised premises and equipment must be approved by and meet the satisfaction of the City of Stamford.

If, at any time, any of the said insurance policies shall be or become unsatisfactory to the City as to form or substance, or if any insurance company shall become unsatisfactory to the City of Stamford, the Lessee shall promptly obtain a new insurance policy, submit same to the Risk Manager of the City of Stamford for approval and submit a certificate thereof as hereinabove required. Upon failure of the Lessee to furnish, deliver or maintain same, this

Lease, at the election of the City, may forthwith be declared suspended, discontinued or terminated. Failure of the Lessee in the above shall not relieve Lessee from any and all liability under the Lessee, nor shall the insurance requirements be construed to conflict with the obligations of the Lessee concerning its liability or indemnification obligations under the Lease.

3.0 SCOPE OF SERVICES

The City of Stamford is committed to providing the highest level of food and beach services to its residents and visitors. The City of Stamford seeks vendors to support the production and distribution of food and beach services at the City of Stamford parks listed in Exhibit A. Proposals are being solicited from vendors experienced in the management and operation of food and beach services. It is expected that particular attention shall be addressed by the vendor to the appearance and cleanliness of the facilities, compliance with all health codes and requirements, the purchasing of quality food products, and shall set high standards for all employees including supplying uniforms for those who dispense these products.

The City will receive proposals from prospective vendors for **one or more** of the following services:

A. Food Trucks
B. Food Concessions
C. Beach Services (towels, chairs, umbrellas)

City of Stamford Parks concessions and beach services shall be open and provide services to the general public throughout the season, as defined by the Office of Operations. There can be no changes without the written consent of the Office of Operations.

The successful vendor must develop and train all personnel to deliver a high level of service. The vendor must have the experience and demonstrate the ability to deliver high quality services at affordable prices targeted to the Stamford population. Sample menus and services with prices are to be submitted with each proposal.

The hours of operation will comply with all state and local law, regulation, ordinance and charter provisions.

3.1 PROPOSALS

Proposals are hereby requested for operation and management of services for an initial three (3) year term with two annual extensions as described in this RFP. This RFP requires vendors to make annual payments to the City, to maintain all equipment, and to comply with other specified terms and conditions as stipulated in, but not limited to, the City of Stamford Parks food and beach services. The RFP has been structured in this manner with the objective of maximizing the opportunities for competitive proposals for the concessions.

You are required to submit your proposal for a fee, to be paid to the City, for a period of three (3) years. Thereafter, the parties shall renegotiate said sums EVERY year for the entirety of the term of this agreement. In the event that the parties are unable to agree, the City shall have sole discretion to terminate the agreement and the vendors shall have no recourse from such determination.

3.2 DEFINITIONS

When used in these specifications, “City” shall mean the City of Stamford, Connecticut; “Director” is the Director of the Office of Operations; “Vendor” is the individual, firm, company, corporation or entity operating at one of the City of Stamford parks under this contract; “Department” is the Office of Operations.

3.3 DESTRUCTION OF THE CONCESSION PREMISES

In case of the destruction of any of the City of Stamford parks Premises by fire, explosion, catastrophe, vandalism, or other causes not due to the negligence of the vendor, the stipulated Annual Concession Payment shall be reduced on a pro rata basis for that portion of the Premises that are not usable. For this purpose:

a. “Destruction” shall be a condition that makes it impossible to operate the designated concessions areas even on a limited or partial scale. Such condition shall be determined by the appropriate City health or building official.

In the event of destruction, the City shall not be in any way liable for any costs or losses from business interruption or any other consequential damages.

3.4 GARBAGE, RUBBISH, DEBRIS

The City shall be responsible for the final removal of all garbage, rubbish and debris resulting from the operation, after the vendor in the designated Parks concessions and its Maintenance Areas has collected it, at intervals prescribed by the Stamford Health Department. Additionally, the vendor shall provide a sufficient number of adequate garbage receptacles for the use of its customers, as required by either the Stamford Health Department or the Director or designee.

3.5 CLEANING and MAINTENANCE

The vendor shall maintain the Premises and Maintenance Areas in a clean and orderly manner free from litter, debris, garbage, and any other hazards. All sanitary and cleaning supplies and cleaning services necessary to the operation of the Parks Concessions service areas are the sole responsibility of the vendor.

3.6 HEALTH RULES

The vendor’s operation shall be approved and licensed by the City of Stamford Health Department (hereinafter referred to as the Health Department) in regard to, but not limited to, food quality and preparation; employee health and cleanliness; manner of service of food and beverages and the condition of rooms and equipment within Parks Concessions and Maintenance Areas.

Vendors shall comply with all laws, ordinances, rules and regulations relevant to the completion of this proposal and shall be solely responsible for the procurement of any/all requisite permits and compliance therewith. The Stamford Health Department shall, at all times, be empowered to revoke any or all permits granted by that agency to the vendor as provided by law. The fact that the operation of the Parks Concessions is granted by the City does not give the vendor any special rights or privileges with regard to any applicable code or requirement of law or regulation.

If the Health Department shall cite the Parks Concessions with violations of the Health Code, and said violations are not corrected within thirty (30) days, then the City shall have the unilateral right to terminate the agreement with the vendor without recourse by the vendor.

3.7 REPAIRS

Repairs of damage to the structure of the Parks Concessions Premises (walls, roof, ceiling, floors, and utility pipes and wiring within those walls) shall be the responsibility of the City, unless said damage was caused by the negligence or intentional acts of vendor or its employees, in which case said repairs shall be the responsibility of vendor. Vendor shall immediately notify the City of any such repairs that it believes need to be performed. All repairs to any leasehold improvements or fixtures installed by vendor or to any equipment or other personal property on the Premises, including equipment or personal property belonging to the City but used by the vendor, shall be the responsibility of the vendor.

a) All kitchen/cafeteria/snack shop related equipment (Refrigeration Units, Stoves, Fryers, Grills, Broilers, Slicers, etc.) are the property of the City. If said equipment requires preventative maintenance, repair or replacement, it is the vendor's responsibility to do so. At the termination of the agreement, all City supplied equipment will remain the property of the City, and the City shall have the right to purchase such newly purchased equipment at its fair market value.

3.8 UTILITIES INSTALLATIONS

During the term the vendor shall be responsible for the replacement of and repairs to utility installations inside the Parks Concessions Premises specified in their contract. The City, however, is responsible for the maintenance of sanitary sewer installations and for utility line repairs or changes outside of the Concession Premises directly affecting the vendor's area.

3.9 UTILITY CHARGES

The vendor may be required to reimburse the City on a monthly basis for utility costs. The City shall be neither responsible nor liable for any losses of any kind, including but not limited to sales, resulting from the interruption of electricity, gas, or other utility services.

3.10 SIGNS

Signage is permitted in designated areas only. No advertising or other signs or posters are to be displayed, either within the building or Maintenance Areas. All signs are subject to the approval of the City. The City shall have the right to remove any sign installed by vendor that has not been so approved.

3.11 SECURITY

The City shall provide general security for the designated area. The vendor is responsible for keeping the "Parks Concessions" and "Beach Services" areas secure. Vendor may install locks or other security devices at the Premises. However, keys, combinations, or code numbers for said locks or other security devices must be given to the City.

3.12 COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS

The vendor, its employees, and agents shall comply with and conform to all the laws, rules and regulations of the State of Connecticut, and the Charter, Code of Ordinances, rules and regulations of the City of Stamford, including, but not limited to, health, nuisance, and fire, and to hold the City harmless from all fines, penalties and costs for violation of or non-compliance with the same.

Further, the vendor shall adhere to all rules and orders as promulgated by the Department and shall, at all times, make the "Parks Concessions" and "Beach Services" available for inspection as directed by the City or its agencies.

3.13 SUBLETTING, ASSIGNMENT

The vendor shall not have any right to assign the "Parks Concessions" and/or "Beach Services", nor shall the vendor have the right to lease or sublease the "Parks Concessions" and/or "Beach Services" Premises, without the express written permission of the City, which permission may be withheld for any reason whatsoever without recourse by the vendor.

3.14 INDEMNIFICATION

The vendor agrees to hold harmless the City, its officials, employees, and agents, from any and all liability, negligent or otherwise, including, but not limited to, personal injury, theft, vandalism, destruction, mischief to the leased premises or any personal property of the vendor, during the term of the "Parks Concessions" and "Beach Services" Agreement. Furthermore, the vendor agrees to indemnify the City, its officials, employees and agents from any and all law suits, judgments, or claims against them arising from any matter relating to the operation of the "Parks Concessions" and "Beach Services" during the period of this Agreement Furthermore, the vendor expressly assumes all liability for any and all damage, loss, repair to its personal property or equipment.

3.15 TERMINATION

Vendor agrees that this Agreement does not create a landlord/tenant relationship but rather a licensor/licensee relationship. Vendor further agrees that if it violates any of the covenants of the Agreement, including these RFP Specifications and the General Conditions which are incorporated into the Agreement, the "Parks Concessions" and "Beach Services" license granted hereby shall thereupon expire and terminate at the option of the City, and the City may, any time thereafter, re-enter the premises and repossess same. Vendor agrees to pay all costs and attorneys' fees incurred by the City as a result of any termination hereof. Any and all leasehold improvements installed by the vendor at the "Parks Concessions" and "Beach Services" shall remain the property of the City and shall not be removed by vendor in the event of expiration or termination. Any moveable equipment or other personal property of vendor not removed at termination shall become the property of the City.

3.16 PRODUCTS/PRICES

The selected vendors of the "Parks Concessions" for shall offer a varied menu of food, beverage, and snack items.

All vendors shall present sample menus to the City. The vendors are encouraged to expand its menus in response to market demand.

It is of the outmost importance that services are moderately priced and reflect the ability to pay of those frequenting the "Parks Concessions" and "Beach Services".

Initial pricing of all food, drink, and beach items must be negotiated with the City of Stamford. Thereafter, prices may be adjusted not more than twice annually. No price increase shall exceed the annual increase in the Revised Consumer Price Index for Wage Earners and Clerical Workers, NY-Northern NJ-LI, NY, NJ-CT-PA (CSMA) for the preceding twelve-month period, unless approved in writing by the City's Director of Operations prior to implementation.

3.17 MUSIC

No music, live or electronically produced, shall be allowed.

3.18 GAMBLING/ALCOHOLIC BEVERAGES/TOBACCO PRODUCTS

No gambling, card playing, or games of chance shall be allowed or permitted by vendor. The sale of alcoholic beverages may be negotiated pending the proper permits/ licenses are obtained.

3.19 INSPECTION

The City shall have the right of entry to inspect the "Parks Concessions" and "Beach Services" premises, and the vendor shall agree to be available for inspection of said Premises, at reasonable times agreeable to the Director or his agent upon reasonable notice to vendor.

3.20 INSPECTION REPORTS

Duplicate copies of any inspection reports, citations, violations or correspondence to or from the City of Stamford Health Department or corresponding state or federal agency (which shall also be understood to include the Department of Labor/OSHA or any State or Federal regulatory agency) related to the "Patio Café" or the Premises thereof; shall be given to the City not later than twenty-four (24) hours after the receipt of same.

3.21 EMPLOYEES

For food concessions and food trucks, vendors shall, at all times during the period of this Agreement, have, on the premises, a person as direct supervisor of all employees and said supervisor shall have food management experience and shall be over the age of twenty-one (21).

Vendors agree to provide sufficient staff to serve the public at all times during the operation of the "Parks Concessions" this also includes the food trucks. The vendors and the City shall mutually determine the adequacy of such help.

Vendors shall be directly and solely liable for the actions of its employees and the vendors hereby indemnifies and holds the City of Stamford, its officers/employees and agents harmless from any and all liability regarding any violations of any laws, rules, or regulations.

Vendors shall not employ persons below the age limits permitted under state statutes or regulations.

The vendors agree to use the demised "Parks Concessions" premises as a restaurant, serving food and beverages, and for no other purpose. Selected food trucks must also only serve food.

The vendors shall be responsible for the proper care, maintenance, upkeep, repair and security of the "Parks Concessions" and "Beach Services" locations.

All additional structures erected within the "Parks Concessions" area, or building alterations or construction made therein, require the prior written approval of the City. Such approval will not be given without prior submission of detailed plans, specifications, and construction drawings.

3.22 DATES AND TIMES OF OPERATION

Vendors can submit responses for year-round, park season only (March 1- November 30), or any combination of the two.

3.23 NOTIFICATIONS

All notifications from City to vendors or from vendors to City shall be in writing. Notifications to the City shall be addressed to:

Kevin Murray
Director Parks & Recreation
888 Washington Blvd.
Stamford, CT 06901
(203) 977-4606
KMurray@StamfordCT.gov

3.24 SPECIAL CONDITIONS PRIOR TO AWARD

The vendors as part of the requirement for the final award of this RFP and as a condition to the execution of any Agreement shall provide the following to the Purchasing Agent:

a. Acceptable documentation for all insurances required herein (as required by the City's Risk Manager).

The City will be responsible to supply and maintain all fire extinguishers on the premises.

3.25 PROPOSER'S QUALIFICATIONS

The minimum qualifications, or experience, required for this RFP is to ensure the City of the proposer's knowledge of the food dispensing and restaurant business and/or the beach towel, chair, and umbrella service and ability to provide a level of good service to the public.

For the food concessions and food truck services, each proposer shall have had at least three (3) years of experience in the restaurant or restaurant food service business. Further, such experience shall have been as an owner, operator or manager of a restaurant or restaurant food service business.

Each proposer shall state, in detail and on a separate summary page attached to the proposal, the nature and extent of his/her/its experience in said business. To be included, at the least, shall be names, addresses, locations of said business(s), position(s) held, dates of service, and specific details of the business and duties performed for same. Names, addresses and telephone numbers of supervisors and/or associates pertaining to this experience shall be supplied and the submission of it shall constitute full release for the City of Stamford to question it.

Each proposer shall state, in detail and on a separate summary page attached to the proposal, the nature and extent of his/her/its experience in said business. To be included, at the least, shall be names, addresses, locations of said business(s), position(s) held, dates of service, and specific details of the business and duties performed for same. Names, addresses and telephone numbers of supervisors and/or associates pertaining to this experience shall be supplied and the submission of it shall constitute full release for the City of Stamford to question it.

Each proposer shall describe, in the aforementioned separate summary page attached to the proposal, any citation that proposer, or any affiliate of proposer, has received within the past 24 months for violations of any laws, ordinances, or regulations of the State of Connecticut or the City of Stamford with respect to the operation of any food service, restaurant, or concession business, and shall describe the current disposition of same. Failure to fully disclose such violations or evidence of repeated violations or failure to correct violations on a timely basis shall be grounds for rejection of any proposal or termination of any license that may be granted by the City to a proposer.

Failure to include said summary page shall be cause for the non-acceptance of the proposal as non-conforming. Further, any deliberate misrepresentation on said summary shall be cause for the rejection of the proposal.

3.26 AWARD

The award of this proposal shall be made in compliance with the Charter and Ordinances of the City of Stamford and shall be made in writing to that responsible proposer who offers the greatest benefit to the City, as determined solely by the City. The City reserves the right to reject any and all proposals and further reserves the right to waive any technical irregularities in the best interests of the City.

The City reserves the right to conduct interviews with any or all proposers prior to the award of this proposal. Such interviews shall be for the purposes of, but not limited to, the determination of the experience of proposers and their responsibility as required for award, by the Selection Committee.

3.27 TERM

This RFP to manage and operate the "Parks Concessions" and "Beach Services" is for a term of three (3) years with an additional two annual extensions.

3.28 FINANCIAL REPORTS

The Vendor shall submit a financial statement to the City at the conclusion of each year. Including, but not limited to, annual sales, volume, and costs of doing business.

3.29 RFP PAYMENT REQUIREMENTS

The following minimums and standards for this RFP are hereby established:

a. All proposals shall state an "Aggregate Concession Payment" which shall be one single total dollar amount covering the entire three (3) year Term, to be paid by the vendor to the City, monthly in thirty-six (36) equal installments, for the Agreement granted hereby. Vendor shall pay one thirty sixth (1/36) of said Aggregate Concession Payment to City by the first day of each month. Any proposal that offers

solely a percentage of sales, profits, or any sum other than the required single total dollar amount shall be rejected as non-conforming.

4.0 SELECTION CRITERIA

The City of Stamford shall be responsible for reviewing the proposals received and will further evaluate them, using the following criteria. The City reserves the right to examine any other criteria and take the same under consideration and to reject any firm or proposals despite its compliance with these criteria if it determines that to do so would be in its best interests.

The following criteria will be used without limitation, in determining a successful respondent:

Criteria	**Weight**
Qualifications and Experience	30%
Financial Conditions	40%
Capacity	30%
Total Possible Points	100%

4.1 QUALIFICATIONS & EXPERIENCE

The background and experience of the Proposer shall have specifically responsible professional experience and competency in services of similar size and similar locations.

4.2 PROPOSER'S MANAGEMENT PLAN INCLUDING PRESENTATION/INTERVIEW

Describe physical serving stations. Include diagram and note changes, if any, to the existing layout.
Indicate the number and description of personnel being employed, and their duties.
Offer sample menus with actual prices for a typical week.

4.3 REFERENCES

References, provided by the Proposer, including: Company name, contact persons, addresses and phone numbers.

5.0 PROPOSAL FORM

As per the specifications and conditions, this proposal shall be for the management and operation of food services for the "Parks Concessions" and "Beach Services" as established herein, for the term of three (3) years, with two annual extensions - as specified.

The proposal shall be submitted in one total sum for all three (3) years and shall be payable as specified in the RFP documents.

Term Proposal Price $_____

Three Year Total Price $_____

_____
Proposer's Signature

All Proposers Note

Go on to following pages and be sure to complete all requirements and to supply all documentation required

INTERNET USAGE ACKNOWLEDGEMENT

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

1. The City cannot guarantee that the equipment involved in this technology will be available to provide information or receive transmittals. IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU HAVE CURRENT INFORMATION AND THAT QUOTATIONS ARE RECEIVED AT THE DESIGNATED LOCATION, COMPLETE AND ON TIME.

2. The City is not responsible for the confidentiality of information transmitted over the Internet.

3. The City makes no guarantee as to the completeness or accuracy of downloaded "Request for Bid", "Request for Proposal" or "Request for Qualification."

RFQ/RFP SUBMISSION REQUIREMENTS

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

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

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

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

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

Issuing Office

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

Inquiries

All technical inquiries regarding this RFP must be in writing and must be addressed to the Technical Contact identified on the coversheet. The deadline for submitting questions related to this RFP is 10 working days before the due date. Responses to all questions will be furnished through a formal addendum following the closing date listed herein.

Incurring Cost

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

Rejection/Acceptance of Proposals

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

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

Addenda to RFP

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

Submission of Proposals

Each proposer must submit their proposal via ProcureWare by the date and time stated on the cover sheet. Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned to the proposer. Neither mailed, faxed or emailed RFP responses will be accepted as qualified RFP submission.

Proprietary Information

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

Key Personnel

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.

Independent Project Cost Determination and Gratuities

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

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

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

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

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

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

Prime Contractor Responsibility

Vendors submitting proposals to this RFP may not utilize the service of subcontractors without the prior written approval of the City of Stamford. If sub-contractors or partners are planned to be used, this should be clearly explained in the response. The prime contractor will be responsible for the entire contract performance whether or not a sub-contractor or partner is used to perform. All corporate information required in this RFP must be included for each proposed partner or sub-contractor. The proposal must also include copies of any agreements to be executed between the prime contractor and any partners or sub-contractors in the event of contract award. Under this RFP, the City of Stamford retains the right to approve all partners or sub-consultants.

Availability of Funds

The contract award under this RFP is contingent upon the availability of funds to the department identified on the coversheet. **In the event that funds are not available, any contract resulting from this RFP will become void and of no force and effect.**

Termination for Default or for the Convenience of the Contracting Agency

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

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

The contracting officer shall determine that termination is in the best interest of the Office of Administration/Operations, the Purchasing Department or the City of Stamford.

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

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

Ambiguity in the Request for Proposal (RFP)

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

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

Ownership Information

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

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

Negotiated Changes

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

Contract Agreement

The selected proposer will be required to agree to and sign a formal written contract agreement in a form approved by the City of Stamford's Office of Legal Affairs.

Insurance Requirements

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

Competition Intended

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

Tax Exempt

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

Sample Agreement

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

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

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

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

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

(a) success in implementing an affirmative action plan;
(b) where applicable, success in developing an apprenticeship program complying with Sections 46a-68-l to 46a-68-l 7 of the Administrative Regulations of Connecticut State Agencies, inclusive;
(c) a promise to develop and implement a successful affirmative action plan;
(d) submission of employment statistics contained in the Connecticut Commission on Human Rights and Opportunities ("CCHRO") "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
(e) a promise to set aside a portion of the contract for legitimate minority business enterprises.

2. Non-Discrimination

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

behalf of the contractor, to state that it is an "Affirmative Action-Equal Opportunity Employer" in accordance with regulations adopted by the CCHRO;
(c) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a copy of these provisions, advising the labor union or worker's representative of the contractor's commitments under these provisions and to post copies of the notice in conspicuous places available to employees and applicants for employment;
(d) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 4a-62, 32-9e, 46a-56 and 46a-68b to 46a-68k, inclusive, and with each regulation or relevant order issued by said CCHRO;
(e) the contractor agrees to provide the City with such information requested by the City, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor.

3. Subcontractors

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

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

GIFTS:

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

A G R E E M E N T

THIS AGREEMENT dated the _____ day of _____ , ____, 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 _____.

W I T N E S S E T H

WHEREAS, The City solicited Request for Proposals No. _____ for _____ _____ (hereinafter the "City's RFP No. _____");

WHEREAS, The Consultant submitted a proposal in response to the City's RFP No. _____ _____; and

WHEREAS, The City has accepted the Consultant's proposal pursuant to the terms hereinafter set forth;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. INCORPORATION OF RECITALS. The above terms and conditions are contractual in nature and not merely recitals and are hereby incorporated into this Agreement;

2. CONTRACT DOCUMENTS AND SCOPE OF SERVICES. The Contract Documents consist of this Agreement and the following Exhibits that, combined, define the duties, functions, obligations, responsibilities, and tasks of the Scope of Services:

Exhibit A – The City's RFP No. _____; and

Exhibit B – The Consultant's Proposal;

both attached hereto and hereby made a part hereof as if fully set forth herein;

3. NO EXCLUSIVE RIGHT TO WORK. Nothing contained herein shall grant the Consultant an exclusive right to perform the Scope of Services. The City may enter into similar agreements with other Consultants at its sole discretion on an as-needed basis;

4. DAYS/HOURS OF OPERATION. The Consultant shall, as directed by the City's _____ _____, provide the Scope of Services for _____ (_____) hours per _____ and _____ (_____) days per _____ in the City's _____, during normal _____ hours, and shall always be readily available in person or by telephone for _____ consultation with the City's _____;

5. COMPENSATION. The Consultant shall be compensated for the Scope of Services at the __ _____ rate of _____ ($_____) Dollars, payable in _ _____ installments;

6. TERM. The Term of this Agreement shall commence when signed below by the City's Mayor and terminate _____ (_____) year(s) thereafter. The parties may, by mutual agreement, extend the Term of this Agreement for _____ (_____), additional years provided that all

other terms of this Agreement remain the same. No such extension shall be for greater than _____ _____ (_____) year(s) and, under no circumstances, shall the entire Term of this Agreement, including any extension years, exceed _____ (_____) years;

or

COMMENCEMENT AND COMPLETION OF WORK. The Consultant shall commence the Scope of Services upon the execution of this Agreement by both parties and shall complete said services in a timely, efficient and diligent manner (certain time to complete? Any milestone dates?);

7. CONSULTANT'S REPRESENTATIVE AND KEY PERSONNEL. The following representative of the Consultant is hereby authorized to act on behalf of the Consultant with respect to the Scope of Services and shall have full authority to accept instructions, make decisions, communicate for and act on behalf of the Consultant at all times.

Consultant Representative: _____
Title:

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

Key Personnel: _____
Title:

_____
Title:

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

8. REPRESENTATIONS. The Consultant represents that it is qualified in relation to the Scope of Services and further represents that it has the requisite skill, expertise, and knowledge necessary to perform the Scope of Services, including any supplementary services. The Consultant hereby acknowledges that the City has relied upon said representations in entering into this Agreement;

9. CAPACITY/INDEPENDENT CONTRACTOR. Consultant is acting as an independent contractor and is not an employee of the City. This Agreement is for services only and does not create a partnership or joint venture between the Consultant and the City. The City shall not be required to pay, or make any contribution to, any social security, local, state of federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term of this Agreement. The Consultant is responsible for paying, and complying with reporting requirements for, all state, local, and federal taxes related to payments made to the Consultant under this Agreement;

10. INDEMNIFICATION. The Consultant shall indemnify, hold harmless and, at the City's option, defend the City, its officers, agents and employees, from third party claims for loss, cost, damage, liability, and/or injury to or death of a person, including the agents and employees of the Consultant, or loss of or damage to property, resulting directly or indirectly from the Consultant's or the Consultant's officers', agents' or employees' negligent performance pursuant to this Agreement, or by any negligent omission to perform some duty imposed by law or this Agreement upon the Consultant, its officers, agents and employees. The foregoing indemnity shall include

reasonable attorneys' fees and costs of suit, if applicable, shall not be limited by reason of any insurance coverage required pursuant to this Agreement, and shall survive the termination of this Agreement;

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

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

13. ASSIGNMENT. The Consultant shall not assign or transfer any portion of the Scope of Services without the prior written approval of the City;

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

15. REVIEW OF WORK. The Consultant shall permit the City, its agents and/or employees to review, at any time, all work performed pursuant to the terms of this Agreement at any stage of the work;

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

17. CONTRACT EXTRAS. Pursuant to the City of Stamford Code of Ordinances, Section 23-18.4 C., it is specifically understood and agreed by the Consultant that all contract extras regarding this Agreement shall be governed by the City of Stamford Charter and/or Code of Ordinances. The City shall not be liable for payment of any additional costs, except as otherwise expressly set forth in this Agreement, unless the provisions of the City of Stamford Charter and/or Code of Ordinances are fully complied with. The City of Stamford Charter and Code of Ordinances can be found at www.municode.com;

18. COMPLIANCE WITH CITY OF STAMFORD CODE PROVISIONS. The Consultant hereby agrees to fully comply, to the extent applicable, with the requirements of the City of Stamford Code of Ordinances, Sections 103-1 through 103-10, regarding consultants in general. Failure to so comply shall constitute a material breach of the terms of this Agreement. The provisions of the City of Stamford Code of Ordinances can be found at www.municode.com;

19. TERMINATION.

A. TERMINATION FOR CAUSE, SANCTIONS AND PENALTIES. If, through any cause, the Consultant shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Consultant shall violate any laws or any of the covenants, agreements,

or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished reports, documents, data, studies, photographs, or other material prepared by the Consultant pursuant to its performance under this Agreement shall, at the option of the City, become the City's property. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed up to the effective date of termination. The Consultant shall not be responsible for any claims resulting from the City's use of the documents on another project or changes made to the documents without the Consultant's express written permission;

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

1) If the Consultant furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete;

2) If the Consultant fails to perform to the City's satisfaction any material requirement of this Agreement or is in violation of any specific provision thereof or any State or Federal law or requirement; or

3) If the City reasonably determines that satisfactory performance of this Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

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

1) Complete the Scope of Services, or any part thereof, either by itself or by other consultants, at the expense of the Consultant;

2) Purchase the products or services that are the subject of this Agreement elsewhere and hold the Consultant responsible for any increase in cost;

3) Pursue any equitable remedy, including, but not limited to, specific performance or injunction; and/or

4) Disqualify the Consultant from bidding on, submitting proposals for, or being awarded any City contract for a period not to exceed two (2) years from the date of such termination;

B. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement at any time the City determines that the purposes of the distribution of monies under the Agreement would no longer be served by the services provided. The City shall effect such termination by giving written notice of termination to the Consultant and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described Subsection A shall, at the option of the City, become property of the City. If the Agreement is terminated by the City as provided herein, the Consultant shall be paid an

amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of the Consultant pursuant to the terms of the Agreement, less payments of compensation previously made, and subject to the City's right of set off for any damages pursuant to the terms of the Agreement;

20. DISPUTE RESOLUTION.

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

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

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

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

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

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

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

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

arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

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

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

D. PERFORMANCE DURING DISPUTE. Unless otherwise directed by the City, the Consultant shall continue performance under this Agreement while matters in dispute are being resolved.

E. CLAIMS FOR DAMAGES. Should either party to this Agreement suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage;

21. COMPLIANCE WITH LAWS. The Consultant shall be responsible for compliance with all applicable federal, state and local laws, rules, regulations, codes, orders, ordinances, charters, statutes, policies and procedures;

22. CONFIDENTIALITY. During and after the Term of this Agreement, the Consultant, including, without limitation, its employees, agents, servants and representatives, shall not directly or indirectly disclose or make available to any person, firm, corporation, association or other entity of any reason or purpose whatsoever, or use or cause to be used in any manner adverse to the interest of the City, any financial, administrative or other confidential business information, except as require by law;

23. SETOFF OF PROPERTY TAXES OWED TO THE CITY OF STAMFORD. Pursuant to the City of Stamford Code of Ordinances Section 23-18.4.1 and Section 12-146b of the Connecticut General Statutes, as amended, the Consultant hereby acknowledges that the City shall have the right to set-off or withhold any payment, or portion thereof, due to the Consultant pursuant to this Agreement if any taxes levied by the City of Stamford against any property, both real and personal, owned by the Consultant are delinquent and have been so delinquent for a period of not less than one year. Any amount withheld from the Consultant pursuant to this section shall be applied to the Consultant's delinquent taxes, provided, however, that no such amount withheld shall exceed the amount of tax, plus penalty, lien fees and interest, outstanding at the time of withholding;

24. GIFTS. During the Term of this Agreement, including any extensions, the Consultant shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Consultant shall include its members, officers, directors, employees, and owners of more than 5% equity in the Consultant;

25. CODE OF ETHICS. The Consultant is prohibited from using its status as a consultant to the City to derive any interest(s) or benefit(s) from other individuals or organizations and the Consultant shall comply with the prohibitions set forth in the Stamford Municipal Code of Ethics as codified in Chapter 19 of the City of Stamford Code of Ordinances;

26. MORALS CLAUSE. Neither the Consultant, the Consultant's Representatives nor the Consultant's key personnel shall commit any act or do anything which might reasonably be considered: (i) to be immoral, deceptive, scandalous or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect the community and/or the reputation and goodwill associated with the City. If the Consultant, the Consultant's Representative or the Consultant's key personnel is accused of any act involving moral or ethical issues, dishonestly, theft or misappropriation, under any law, or any act which casts an unfavorable light upon its association with the community and/or the City or the Consultant is accused of performing or committing any act which could adversely impact the Consultant's events, programs, services, or reputation, the City shall have the right to terminate this contract upon fifteen (15) days written notice specifying the reason, within which period the Consultant may cure such offense. The determination of whether and to what extent the offense is cured shall be made by the City at its sole discretion;

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

28. GOVERNING LAWS. The parties deem this Agreement to have been made in the City of Stamford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Fairfield, at Stamford, only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court. The Consultant hereby waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding;

29. INTERPRETATION. The Consultant agrees that, in the event of any ambiguity between the terms of this Agreement and any of the incorporated Exhibits, the City, in its sole discretion, shall determine the terms and/or document(s) which shall prevail and take precedence, except for those terms relating to the Scope of Services or Compensation, to which such terms this section shall not apply; and

30. 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.

31. NON-WAIVER. The failure of the City to insist upon strict performance of any of the terms, conditions or covenants herein shall not be deemed a waiver of any rights or remedies that the City may have; and shall not be deemed a waiver of any subsequent breach or default of the terms, conditions or covenants herein contained. The City reserves the right to require strict compliance therewith at any time, with or without notice, except as may be otherwise required herein.

32. STANDARD OF CARE AND REPRESENTATIONS. In performing the Scope of Services, the Consultant 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 Consultant represents that it is qualified in relation to the Scope of Services and further represents that it has the requisite skill, expertise, and knowledge necessary

to perform the Scope of Services, including any supplementary services, in accordance with the Standard of Care. The Consultant hereby acknowledges that the City has relied upon said representations in entering into this Agreement;

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

CONSULTANT

_____
Print:
Witness

By: _____
_____, _____

Date: _____

_____
Print:
Witness

Approved as to Form:

_____
Chris Dellaselva
Asst. Corp. Counsel

Date:_____

Approved as to Insurance:

_____
David Villalva
Risk Manager

Date:_____

Contractor's Statement

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

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

_____

_____

_____

_____

_____

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

_____

_____

_____

_____

_____

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

_____

_____

_____

_____

_____

Name of Bidder/Proposer: _____

Signature of Bidder/Proposer: _____

Title: _____

Company Name: _____

Address: _____

Indicate if company submitting this proposal is: _____MBE _____WBE _____DBE

Non-Collusion Affidavit

The undersigned, having been duly sworn, affirms and says that to the best of his/her knowledge and belief:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with any competitor for the purpose of restricting competition.

2. Unless otherwise required by law, the prices, which have been quoted in this Proposal, have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.

3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

Name of Proposer:_____

By:_____

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 or 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 Bid S-_____. Further, if I or said Contractor
(RFQ/RFP or Bid 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
RFQ/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/RFQ No. _____".

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 affixes 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 proposal is:

_____MBE _____WBE _____DBE
(If yes, attach relevant certification)

Signature:_____ Date:_____

Printed Name:_____

Title:_____

Addenda Acknowledgement – check and note date of addendum

☐ Addenda No. 1	☐ Addenda No. 2
☐ Addenda No. 3	☐ Addenda No. 4
☐ Addenda No. 5	☐ Addenda No. 6
☐ Addenda No. 7	☐ Addenda No. 8
☐ Addenda No. 9	☐ Addenda No. 10
☐ Addenda No. 11	☐ Addenda No. 12

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.

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.

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 o f 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.

White (not of Hispanic Origin)-All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East. Black (not of Hispanic Origin)-All persons having origins in any of the Black racial groups of Africa. Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.	Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa. American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART 1 – Bidder Information

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

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)

CITY OF STAMFORD
INSURANCE REQUIREMENTS
Park Concessions and Beach Services

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

1. Standard workers' compensation, which complies with all Connecticut workers' compensation statutes and regulations.

2. Employer's liability insurance, which contains limits of liability of not less than $100,000 each accident, $100,000 disease policy limit and $100,000 disease – each employee.

3. Commercial general liability insurance, with a minimum limit of liability of $2,000,000 combined single limit per occurrence and in the aggregate for bodily injury and property damage. Such coverage shall include the following:

    (a) Products liability and completed operations, which shall be maintained for a period of not less than three (3) years following completion of the services under this Agreement or termination of the Agreement, whichever is later.
    (b) Contractual liability insurance, which insures any indemnities contained in the Agreement between the Vendor and the City of Stamford;
    (c) Premises and Operations liability coverage;
    (d) City of Stamford and its employees, agents and officers designated as additional insureds;
    (e) Policy shall be underwritten on an occurrence basis.

4. Commercial automobile liability insurance, which contains minimum limits of liability of $1,000,000 per accident, and contains, at a minimum, the following coverage provisions:

    (a) Coverage for all owned, non-owned and hired vehicles;
    (b) City of Stamford and its employees, agents and officers designated as additional insureds.

5. All risk property insurance, including fire, storm, and flood coverage, valued on a replacement cost basis which covers all real and personal property owned by or leased to the Vendor. The limits under the all risk property insurance shall be sufficient to prevent the insured from incurring a co-insurance penalty because of inadequate limits. The all risk property insurance shall designate the City of Stamford as loss payee for any losses covered under this insurance. Any damages or losses beneath the applicable deductible(s) shall be repaired by the Vendor to the full satisfaction of the City of Stamford. The City of Stamford Risk Manager also

reserves the right to require the Vendor to affect and maintain any other property insurance coverage under the Agreement that is deemed appropriate or necessary.

6. 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 Vendor and the City of Stamford or the date the Vendor commences its services for the City. The policy shall also contain an extended reporting date of not less than three years following termination of the Agreement between the Vendor and the City of Stamford or conclusion of the services rendered by the Vendor, whichever is later.

7. All insurance required hereunder shall contain waivers of subrogation in favor of the City of Stamford and its employees, agents and officers. The Vendor shall waive any right of claim, loss or damage against the City of Stamford and its employees, agents and officers.

8. 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.

9. The insurance required hereunder shall in no way serve to limit or reduce the liability of the Vendor under this Agreement.

10. The Vendor shall provide the Risk Manager with certificates of insurance, which evidence the insurance required hereunder. The Vendor shall provide the Risk Manager with renewal certificates of insurance within 30 days prior to the expiration of the policies. Vendor's failure to review said certificates of insurance or insurance policies shall not be deemed to be a waiver of the Vendor's obligations to comply with all provisions of these insurance requirements hereunder.

ACORD®

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).

PRODUCER	CONTACT NAME: Insurance Broker	
ABC Insurance Co. 123 Main Street City, State Zip	PHONE (A/C, No, Ext): 888-888-8888	FAX (A/C, No): 555-555-5555
	E-MAIL ADDRESS: broker@insurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Sample Company 456 Sample Company City, State Zip	INSURER A : Insurance Co. 1	11111
	INSURER B : Insurance Co. 2	11112
	INSURER C : Insurance Co. 3	11113
	INSURER D : Insurance Co. 4	11114
	INSURER E :	
	INSURER F :	

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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	123456789	01/01/2024	12/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ XXX,000 $ XXX,000 $ 2,000,000 $ X,000,000 $ X,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	X	X	123456789	01/01/2024	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	123456789	01/01/2024	12/31/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 100,000
D	All Risk Property Insurance			123456789	01/01/2024	12/31/2024	$XXX,XXX (Value of owned/leased property)	

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 and automobile liability. All insurance 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

City of Stamford
888 Washington Boulevard
Stamford, CT 06901

CANCELLATION

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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