MAYOR
CAROLINE SIMMONS

PURCHASING MANAGER
ERIK J. LARSON

P32.007_EXH_A

CITY OF STAMFORD
PURCHASING DEPARTMENT

Request for Proposal No.	2026.0069	
Title	City RFP - Worker's Compensation and Heart & Hypertension Claims Administration	
Date Issued	July 31, 2025	
Requesting Department	Risk Management	
Proposals Due	August 28, 2025@ 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	August 14, 2025 @ 11:59 P.M. Questions must be submitted online via the Clarifications feature in ProcureWare.	
Project Manager	David Villalva, Risk Manager	
Pre-Proposal Meeting	N/A	
Mandatory		

Introduction

The City of Stamford, Connecticut is requesting proposals from qualified vendors for claims administration of workers' compensation and heart and hypertension. The full scope of work is described in the scope/specifications and drawings appended hereto.

CITY OF STAMFORD
BOARD OF EDUCATION

REQUEST FOR PROPOSALS

WORKERS' COMPENSATION AND HEART AND HYPERTENSION CLAIMS ADMINISTRATION (SELF-INSURED MUNICIPALITY)

All questions appearing in all Sections and the Appendices must be answered in full by vendors submitting proposals/responses to this Request for Proposals.

Introduction

The City of Stamford and the Board of Education for the City of Stamford in Stamford, Connecticut, with its principal facility located at 888 Washington Boulevard, invites vendors to submit bona fide proposals, which will enable the City of Stamford to select a vendor for claims administration of workers' compensation and heart and hypertension. The purpose of the Request for Proposals ("RFP") is to provide a standard from which to evaluate each vendor's services and costs as it compares to other vendors and as it pertains to the requirements of the City as defined in this document.

The City of Stamford is seeking proposals to provide workers' compensation services in the following areas: claims administration, medical management through utilization of a preferred provider organization, and administration of heart and hypertension for the City's Police Department and Fire Department. The City desires comprehensive proposals and seeks a firm capable of developing a highly effective partnership between City and vendor representatives in order to proactively administer all aspects of workers' compensation claims. The preferred provider organization must be approved by the State of Connecticut Compensation Chairman, as required by Connecticut statutes. The successful proposal will comply with all regulations and statutory requirements regarding managed medical care and all other aspects of workers' compensation claims administration. Proposals, including annual fees, are requested on a three (3) year basis with two (2) one year options to extend the contract.

The City of Stamford maintains a self-insured workers' compensation program, subject to a $1,500,000 self-insured retention. The program covers the general government as well as the Board of Education employees. Annual self-insured payments average approximately $8 million under workers' compensation, and heart and hypertension, which is limited to the firefighters and police officers. The City has a salary continuation program for its employees in which the City's payroll department continues making regular payments to its employees while they are on workers' compensation disability based on union contracts. In addition, the City's third party administrator for workers' compensation maintains a preferred provider network, early return to work, managed medical care, medical audits, among other programs designed to minimize the cost of workers' compensation, but provide fast, effective care to City employees who sustain work related injuries or illnesses. The third party administrator is also the Account Designee for MMSEA Section 111 reporting purposes as it pertains to workers' compensation claims.

Contract Agreement

All vendors should indicate if their services will be under a Contract or Service Agreement that will be filed with appropriate State and Federal agencies. If and when this Agreement is reviewed and signed by the City of Stamford, the following list must be considered for such an agreement. This list only highlights key components required and does not preclude the City from adding or further defining additional requirements. Your response for each item is required as either "will comply" or "will not comply."

The City of Stamford requires clear and concise language as to the estimated cost for the commitment under this Agreement – as explained elsewhere in this RFP.

Although this RFP shall cover workers' compensation and heart and hypertension claims administration for a full term of three (3) years and two (2) one year options, fees and/or commissions should be quoted annually for the three (3) year period plus two (2) one year options.

Will Comply or Will Not Comply

If your company intends to file a separate tariff for the services offered within this Response, it should contain all rates and discounts associated with the Agreement. If any reference is made to other tariffs, then vendor must provide the City with copies of those tariffs. The City reserves the right to review and approve this tariff filing before it is made.

Will Comply or Will Not Comply

The Agreement will provide that the City of Stamford is guaranteed competitive fees for the duration of the term not to exceed the fees negotiated at the outset.

Will Comply or Will Not Comply

The Agreement should provide that the City of Stamford may terminate the services, without penalty or liability, at any time during the term of the Agreement, with just cause. Cause may be increase of rates, service failure, performance failure, material breach, vendor merger or divestiture, and/or failure to implement contract as directed by the City of Stamford's Risk Manager.

Will Comply or Will Not Comply

Scope of Services

The primary objective of this RFP is to obtain competitive quotations from vendors for claims administration of workers' compensation and heart and hypertension. Summary claims information for the past five (5) fiscal years is noted below:

Workers' Compensation Program:

Fiscal Year	Lost Time	Med Only	Record Only	Total (Count)	Total Incurred ($)
20/21	128	291	75	494	8,316,735
21/22	111	293	179	583	5,808,501
22/23	113	329	41	483	7,659,388
23/24	97	417	1	515	6,071,060
24/25	101	371	0	472	5,052,816

As of 06/30/2025, there were 422 open claims (all life-to-date claims not just from past five years)

Heart & Hypertension Program:

Fiscal Year	Lost Time	Med Only	Record Only	Total (Count)	Total Incurred ($)
20/21	3	3	0	6	335,235
21/22	0	2	0	2	3,896
22/23	0	5	0	5	25,819
23/24	0	0	0	0	0
24/25	0	0	0	0	0

As of 06/30/2025, there were 91 open claims (all life-to-date claims not just from past five years)

The secondary objectives for the RFP include:

1. To ensure a timely, seamless transition from the current vendor, if applicable, which should include administration of new claims only and, in the alternative, assumption of claims administration of new claims, existing and reported claims and IBNR.

2. To ensure that every City employee sustaining a work related injury or illness is provided with quality medical care and treatment on a timely basis.

3. To ensure that every City employee receives appropriate medical and rehabilitative services enabling maximum medical recovery and a safe and expedient return to work as early as possible.

4. To effectively minimize and reduce City workers' compensation and heart and hypertension costs while providing quality medical and rehabilitative services to City employees sustaining work related injuries or illness.

5. To ensure proactive, professional claims administration and supervision of all new and pending workers' compensation and heart and hypertension claims.

6. To provide guidance and assistance to the City in implementing effective loss prevention, if applicable, and loss reduction measures and initiatives.

7. To assist in instilling a safety conscious management/employee culture and significantly reduce claims frequency and severity.

8. To provide guidance and assistance to the City in enhancing limited duty or restricted return to work programs.

9. To provide educational seminars on an as needed basis for all City departments so that all City supervisors, managers and employees understand their rights and responsibilities under workers' compensation and heart and hypertension.

10. To utilize effective medical management programs to minimize the cost of workers' compensation and heart and hypertension to the City.

11. To effectively utilize all audit tools to ensure that all workers' compensation and heart and hypertension payments are in line with State mandated rates and guidelines.

12. To provide timely, professional statistical reports to the City, which cover historical payment and incurred loss summaries and claim details.

13. To provide the City's Risk Management Department with actuarially developed loss forecasted reports and analyses of outstanding liabilities under workers' compensation and heart and hypertension.

14. Coordinate benefits and workers' compensation programs to ensure that competent services are being delivered to all City employees on a timely basis without any redundancies.

15. Utilize preferred provider networks in delivery of medical services to all employees who sustain work related injuries or illnesses.

16. The third party administrator is also the Account Designee for MMSEA Section 111 reporting purposes as it pertains to workers' compensation claims.

Services shall include:

1. Claims Administration – Administration of all new workers' compensation claims submitted directly by City departments to the third party administrator ("TPA"). The City requires a simple, effective reporting mechanism, such as an "800" telephone number to call, email address, and a facsimile number to send reports to. TPA will be responsible for paying on behalf of the City all medical expenses and associated services, including permanency awards to employees, dependents and heirs, if applicable. The TPA will also calculate and report to the City appropriate temporary total disability wages and will represent the City at all informal and formal hearings. Reports regarding progress and outcomes of claims, including hearings will be made available to the City on a regular basis, if required.

2. Loss Analysis and Claims Reporting – The City requires an online TPA database for all open and closed claims. The ability to download data to City based database is also required.

3. Prior TPA Claims – TPA will provide two alternatives: assuming full responsibility for all existing "open" claims and administering these claims on an ongoing basis. Alternatively, to only administer new claims reported on or after the date of contract execution. (estimated on or about January 1, 2026)

4. Managed Care – TPA will provide managed care services through managed care providers and a preferred provider organization. Independent medical exams, rehabilitation services and other services will be utilized when appropriate to hasten recovery from injury or illness and when cost effective.

5. Medical Bill Review and Cost Containment - TPA will review and, if necessary, reduce medical bills to fee schedules, use of preferred provider organization or other medical network and directing treatment to appropriate facilities. TPA payments for medical bill review program should be based on the most cost effective payment which yields the City the most savings.

6. TPA shall provide claim adjusters who will be readily available for general assistance with City staff concerning claims administration matters. TPA shall conduct a claims review meeting one day per month with the appropriate adjusters and City staff on open claims as to claim status, employee work capacity, prognosis to return to work and other related matters.

7. TPA shall utilize external Legal Counsel/Firms on an as-needed basis for legal advice, reviews, and to represent the City's best interest at all Workers' Compensation Commission hearings, both formal and informal.

8. TPA will engage an external actuary to review all reserves on at least an annual basis, for the purpose of calculating unpaid claim liabilities as of the City's fiscal year end, and to estimate funding levels required for the subsequent fiscal year. An actuarial report shall be finalized and transmitted to the City no later than September 30 of each year.

Proposal Instructions and Response Format

Each proposal should be preceded by a **Letter of Transmittal** identifying the Single Point of Contact (SPOC) for the Response and a telephone number for that contact.

An **Executive Summary** summarizing the vendor's ability to respond to all or certain areas of the RFP should be included in the presentation. These articles should not be presented as numbered sections within the Response.

Proposals must be arranged so as to be directly and organizationally responsive to this RFP. If a section or question does not require a response, simply respond to that section by confirming your agreement and understanding. The response should be "read and understood."

Structuring – Vendors are responsible for developing documents that conceptually describe the proposed structuring, financing, claims and safety and loss control of the workers' compensation and heart and hypertension claims administration.

Claims – Vendors should provide a detailed, written description of their proposed claims management program, if applicable, which encompasses all elements of the workers' compensation and heart and hypertension claims administration program.

Recommendation – Ultimately, and after describing in detail the various elements of the workers' compensation and heart and hypertension claims administration program, vendors may recommend an alternative insurance program, which is most cost effective while satisfying all the RFP requirements of the City of Stamford and the Board of Education.

Vendors should include in their responses a need for partners, particularly with respect to services that cannot be provided by the successful vendor.

Vendor Compensation – The accepted vendor will be compensated on a fee basis. All proposals must include an itemization of fees to be charged for all aspects of workers' compensation and heart and hypertension claims administration program, including claims and safety and loss control.

References

The vendor shall supply a minimum of four (4) references of a similar size and application to this project. The references must include contact name, company name, telephone number and time period during which services were provided. If your firm has experience providing similar services to municipalities, it must be noted in this section, in the form of a reference. Please utilize **Appendix 1** of this RFP to answer this section in your Response.

Vendor Corporate Information

This section requests pertinent information concerning the proposed vendor and partner(s) as well as defining their relationship. This section will assist the City of Stamford in assessing each respondent's ability to provide the services requested. It is the City's expectation that the selected vendor will assign a dedicated Account Team who has experience in workers' compensation and heart and hypertension claims and safety and loss control.

Corporate Profile:

Corporate Name
Corporate Address (headquarters address)
Number of Years Doing Business as Above
Previous Name (please fill in if answer is less than 5 years)
Corporate Mission Statement
Provide Most Recent Annual Report

Team Profile:

Name of Sales Person/Account Executive Assigned To The Project
Years of Experience
Years Employed by Current Company
Address of Sales and Support Personnel
Telephone Number(s) of Above
Account Team Organizational Chart
Telephone Number(s) of Above

Partner Profile (if applicable):

Services Specified
Name of Partner
Address of Partner
Length of Time Your Company Has Had Relationship
Total Number of Personnel with Expertise in Services to be Provided by Organization
Number of Similar Projects Provided by Your Organization
Number of Service Contracts Currently Serviced by Partner
Provide Most Recent Annual Report of Partner

Proposal Selection Criteria

The City of Stamford will evaluate the vendors based on the following criteria:

- Knowledge and experience relating to workers' compensation, heart and hypertension 20%
- Expertise and hands-on administrative and managerial experience with respect to underwriting, marketing, financing, claims and safety and loss control 20%
- Experience and longevity in insurance / risk management industry 10%
- Account team commitment 25%
- Fees / commission charge(s) 25%

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

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

APPENDIX 1

CUSTOMER REFERENCES

The service provider shall be able to demonstrate their ability to satisfactorily provide services of the type and to the degree as specified herein. Please list below at least four (4) current references for which you have performed this type of work successfully and over a substantial period of time.

CLIENT/COMPANY NAME:_____

ADDRESS:_____

CONTACT PERSON/PHONE NUMBER: _____

DATE OF SERVICES:_____**NUMBER OF EMPLOYEES ON TEAM**: _____

CLIENT/COMPANY NAME: _____

ADDRESS:_____

CONTACT PERSON/PHONE NUMBER: _____

DATE OF SERVICES:____**NUMBER OF EMPLOYEES ON TEAM**: _____

CLIENT/COMPANY NAME: _____

ADDRESS:_____

CONTACT PERSON/PHONE NUMBER: _____

DATE OF SERVICES:___**NUMBER OF EMPLOYEES ON TEAM**: _____

CLIENT/COMPANY NAME: _____

ADDRESS:_____

CONTACT PERSON/PHONE NUMBER: _____

DATE OF SERVICES:____**NUMBER OF EMPLOYEES ON TEAM**: _____

APPENDIX 2

PROGRAM QUESTIONNAIRE

1. Scope of Services

Please indicate services provided in your proposal:
_____Claims investigation and adjustment
_____ Legal
_____Payment/check issuance
_____Medical management
_____Medical cost containment
_____PPO and utilization review
_____MMSE Section 111 reporting
_____Management information systems
_____Other (attach further explanations of services, if necessary)
_____Early return to work programs

2. Vendor identification and qualifications

A. Provide following information for firm responsible for proposal and management of the plan, if selected

Name:_____
Servicing office
address:_____
Managing office
address:_____
Contact name(s), titles, telephone numbers, facsimile numbers

B. Provide proposed contract with City of Stamford and provide copies of most recent audited financial statements and annual report. If proposal is joint venture, provide following for each participating company:

i. Services provided
ii. Servicing companies' addresses
iii. Managing office addresses
iv. Contact names

C. Provide following for each company participating in joint venture:

i. Hours of operation
ii. Years of experience in providing workers' compensation services (detail managed care)
iii. Describe approvals / submissions to workers' compensation commission

D. Describe affiliations or relationships with other organizations (e.g., HMOs, casualty insurer)

i. For claims administration, is staff dedicated to workers' compensation only?
ii. For managed care, are decisions regarding provider network totally independent of any affiliated organization?
iii. Describe proposed account management organization, including names, titles, and experience of each member (resumes desirable). Provide organizational chart.
iv. Describe individuals who will provide claims services. Discuss titles, roles, experience and workload of all individuals having responsibility for City's and Board of Education's account. Provide position description. Will they be dedicated exclusively to City's and Board of Education's account?
v. Describe firm's experience and knowledge of greater Stamford area.
vi. Provide full reference contacts for following clients handled by proposed servicing office:

(a) Connecticut municipalities
(b) Self-funded accounts in CT with at least 1,000 employees
(c) Connecticut references from current and former clients

vii. Provide current Connecticut client list for workers' compensation.
viii. Provide current municipal client list for workers' compensation.

E. Joint venture statement of vendor – Describe in detail firm's past and present working relationship with each of companies in joint venture.

1. Include names of clients, contacts, dates and duration of relationship.
2. Describe examples of success.
3. Why did your firm select each company, and why does your firm believe the affiliation is best suited to meet or exceed City's / Board of Education's plan requirements?
4. Describe firm's role and responsibilities in managing joint venture.

APPENDIX 3

COORDINATION OF ADMINISTRATORS

A. Describe your proposed claims reporting procedures.

B. What is the responsibility of each party, including the claimant and work supervisor?

C. What are the timing factors? Please provide a copy of your approved First Report of Injury.

D. Under your proposed plan for the City of Stamford/Board of Education, fully describe how a typical medical claim would be handled.

1. Include all proposed case management activities.

2. Explain actions and interactions by all parties including City/Board of Education personnel.

3. Include timing requirements.

4. Description should continue for the length of the claim.

E. What additional actions would be performed for serious claims? (include all parties)

F. What additional actions would be required for questionable claims?

G. Provide a sample memo to City employees that introduces and describes your proposed claim and medical management program.

H. Please provide a sample instruction booklet for distribution to City supervisors and employees.

I. What interaction between your representatives and the City's Risk Management department do you suggest?

1. How often?

2. What would a typical agenda include?

APPENDIX 4

ADMINISTRATION OF PRIOR CLAIMS

A. Please fully describe your proposed program for the transition of nearly 40 pre-1985 workers' compensation files and the open H&H files.

B. What is expected from the present administrator?

C. From the City Risk Management Department?

D. How long will the transition take?

E. What will be the impact on our claimants?

F. Will there be specific charges for the transition activities?

APPENDIX 5

MEDICAL MANAGEMENT

A. Describe role of medical management in the proposed plan.

B. How/When do managers coordinate with the claims administrator?

C. Discuss interaction with City personnel.

D. Describe your approved provider network.

E. What is your philosophy in its design?

F. Is your network connected in any way to a separate HMO network?

G. What is the process to add or remove providers?

H. Describe your credentialing criteria.

I. If you are associated with an HMO, is credentialing of workers' compensation providers separate from the HMO process?

J. Please provide a copy of the directory for approved networks.

K. Describe any combined performance measurements of the coalition of providers you would provide to the City.

L. Describe the fee schedule and utilization review process with your provider.

M. Describe the provider discount program.

N. Describe your recommended program regarding initial Providers.

1. Why/how are they selected?

2. What are their responsibilities?

3. Do you provide training to them?

4. How often and what issues are covered in training?

5. Do you have recommended first treatment centers in the Stamford/Norwalk area?

6. How would you approach the possibility of creating a "customized" network to meet the unique needs of the City of Stamford?

7. Describe the size and composition of a complete custom network.

8. Who would have the final authority in adding/eliminating providers from a custom network?

9. Have you done this for other large employers? Please describe in detail.

O. Please give examples of successes where effective medical management reduced a client's total workers' compensation expenses/costs.

P. Describe how quality and quantity of medical care is managed with your approved network (fee screening, peer review, service utilization review, dispute resolution procedures).

Q. Does it differ with a custom City network? Describe the "return to work" program utilized by your network providers.

R. How do you monitor and evaluate their performance in this important responsibility?

S. How would City representatives be involved in return to work decisions?

T. Please describe any specialized programs you offer that focus on heart disease and hypertension. Explain how the programs would reduce this exposure.

U. Please describe your utilization management program.

V. What services are offered and what is the criteria for utilizing these services?

W. Explain how you would assure "balance" to the responsibilities of maintaining quality care and supporting an effective return to work program.

X. Describe your prescription drug plan for workers' compensation claimants.

Y. Describe your medical management quality assurance program.

Z. Describe the results that will be shared with the City.

APPENDIX 6

CLAIMS ADMINISTRATION

A. Describe the role of the claims administrator within the proposed plan.

B. How/when do you coordinate with the medical management administrator?

C. Discuss your communications with City personnel.

D. Discuss your proposed program for file closures.

E. Who recommends stipulations and structured settlements?

F. Discuss your ability to present/support stipulation recommendations to a City council claims committee (occasional evening meetings).

G. Describe how you would address the large number of older claims.

H. What creative suggestions do you propose?

I. What legal/medical specialists might be involved?

J. Describe similar successful programs you have initiated with other clients.

K. Please describe your success in assisting other clients (especially municipalities) in enhancing their limited duty program. Focus on both management and claimant issues.

L. Describe how and when claim status reports will be supplied/discussed with City representatives.

M. What is your suggested payment authority without client approval?

N. Discuss your practice of contacting clients before issuing denials.

O. Describe your claims reserving program.

   1. How often are reserves reviewed?

   2. By whom?

P. Describe your program to discover all types of fraud.

Q. How do you prevent duplicate claims under workers' compensation and medical benefits?

R. Describe your program for audit of payments and file reviews.

   1. Who performs these functions?

S. Describe your third party recovery program.

T. Who will represent the City at informal hearings? Describe their experience.

    1. Will the City be advised of all scheduled hearings?

    2. How will the City be advised of the results of hearings?

    3. What law firm(s) do you recommend to represent us? What is your experience with them?

    4. Discuss their experience in the Stamford district office. Why are they uniquely qualified to handle our cases?

U. Do you conduct surveys of claimant satisfaction?

V. Discuss your commitment to customer service and satisfaction.

APPENDIX 7

HEART AND HYPERTENSION

A. Describe your experience in administering heart and hypertension claims under Section 7-433c.

B. How does your H & H program differ from regular workers' compensation?

C. Would you recommend the same law firm(s) for heart and hypertension cases as regular workers' compensation cases?

APPENDIX 8

INFORMATION SYSTEMS

A. Describe your information technology system.

B. If a commercial package, please submit a copy of the product brochure.

C. How would information be coordinated among claims administration, loss control and medical management?

D. Would the City Risk Management Department have access?

E. What specific information would be available?

F. Would there be charges to the City for access? If so, what are they?

G. Describe your philosophy in designing management reports.

H. How do they present "information" as well as "data"?

I. What benchmarking methods are used? How will your reports measure the success of our programs?

J. How will they identify areas for attention and improvement?

K. Please provide samples of all reports including the schedule for distribution.

L. Describe your program for file maintenance and security.

M. Do you have a disaster recovery plan?

APPENDIX 9

Miscellaneous

A. Describe what procedures would be followed upon termination of this contract agreement.

B. Will the City or its representative have the right to audit all aspects of your performance by reviewing pertinent records and documentation?

C. Are you willing to indemnify and hold the City of Stamford harmless for a failure by you or your sub-contractors to provide network and utilization of workers' compensation services to injured workers, or the negligent provision of such services?

D. Describe any other services not discussed in this proposal that would improve the City of Stamford workers' compensation program.

APPENDIX 10

FINANCIAL

A. Fees should be quoted on an annual basis for the entire length of the contract (36 months).

B. Fees for Service

C. Start-Up Fees

D. Workers' Compensation Indemnity Claims

E. Workers' Compensation Medical Only Claims

F. Workers' Compensation Incident Claims

G. Workers' Compensation Re-Open of Claim

H. Heart and Hypertension Indemnity Claim

I. Heart and Hypertension Medical Only

J. Annual Maintenance Fee, if applicable

K. Any other Claims Administration Fees

L. Network Fees

M. Early Intervention Fees

N. Case Management Fees

O. Utilization Review Fees

P. Respondent Medical Exams

Q. Hospital/Medical Bill Review Fees

R. Other Medical Management Fees (identify and quote separately)

(Describe what services are included in these charges.)

S. Subrogation Services
T. Surveillance
U. Legal Bill Auditing/Review Fees
V. Training (onsite and online)
W. Ad-Hoc Reporting
X. How will these charges be billed?

Y. Describe your proposed charges for run-off claims at the conclusion of this contract.

Z. Alternative Fee Arrangements – The City requests that you provide alternate methods of pricing your services. We would welcome the opportunity to consider flat fee charges or capitation proposals.

AA. Please fully describe the terms and limitations of our proposed plans.

BB. The City also will consider risk sharing and performance based proposals. Such plans must be based on quantitative measurements of City plan results or pre-determined criteria. Such plans should be proposed as optional payment arrangements.

CC. Processing Fees – Please identify and define all charges separately.

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
- ☐ Supplier Registration Form

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 inquiries regarding this RFP must be submitted online via the Clarifications feature in ProcureWare. The deadline for submitting questions is listed on the cover page. 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. 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:

_____
Asst. Corp. Counsel

Date:_____

Approved as to Insurance:

_____
David Villalva
Risk Manager

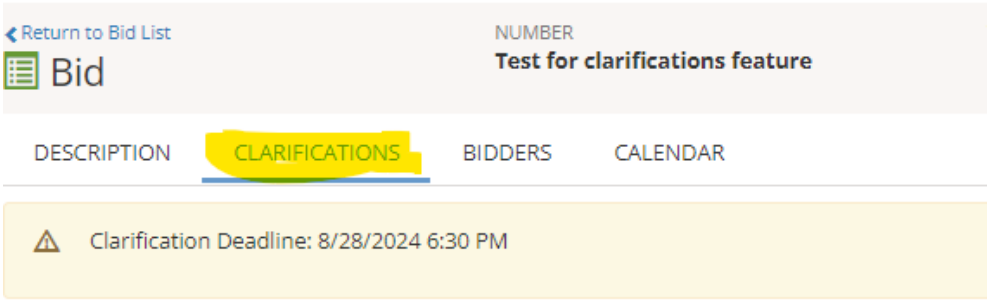
Date:_____

Clarifications Feature in ProcureWare

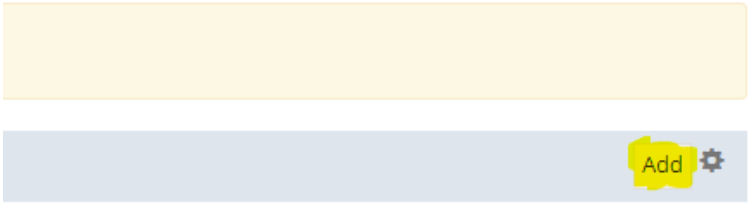
1. Suppliers are required to submit questions via ProcureWare. Please refer to the directions below for submitting a clarification.
2. Suppliers must submit questions prior to the deadline. The deadline will typically be Ten (10) working days before the due date, but it is the supplier's responsibility to review the deadline posted within ProcureWare.
3. City of Stamford Purchasing will provide answers to the clarification requests via addendum.

How to use the clarifications feature

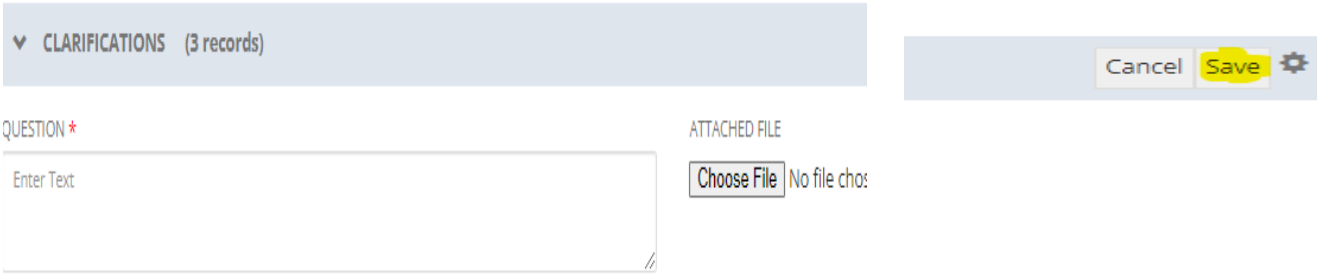
1. In ProcureWare under the bid, select the Clarifications Tab



2. Select Add



3. Enter a question and/or relevant attachments and click Save. Repeat steps 2 and 3 for each additional question.



4. When available, answers will be issued via addendum

TO ALL BIDDERS/PROPOSERS

Please complete all required forms using the **Business Name** and **Business address** as it appears on your registration with the State of Connecticut Secretary of State.

If your business is not registered with the State of Connecticut Secretary of State, please register.

If you are unsure of how your business is registered with the State of Connecticut follow the link below to - Business.CT.gov - Business Records Search
https://service.ct.gov/business/s/onlinebusinesssearch?language=en_US

If awarded a contract, the **Business Name** and **Business address** on your submitted certificate of insurance should match the information on record with the State of Connecticut Secretary of State.

If awarded a contract, the **Business Name** and **Business address** on the bid/proposal, certificate of insurance and agreement should be consistent.

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

SUPPLIER REGISTRATION FORM

Supplier Name (DBA):_____

Legal Name:_____

Company Description of Services/Goods:_____

Business Type

Individual ☐ Corporation ☐ Partnership ☐ LLC ☐ Other☐

Main Address:_____

City:_____ State:_____ Zip Code:_____ Country:_____

Taxpayer ID:_____

Main Contact:_____

Phone:_____

Email:_____

Minority or Women Owned? Yes ☐ No ☐

Veteran Owned? Yes ☐ No ☐

Would you be interested in ACH Payments? Yes ☐ No ☐

If yes, please list contact information for ACH Payments.

Name:_____

Email:_____

Phone:_____

Purchase Order Transmission Information:

Provide a general email for all purchase orders to be directed. This should be an email address or fax that is monitored daily.

Email:_____

Remit-to Information: Same as General Information ☐

Address:_____

City:_____ State:_____ Zip Code:_____

By signing below the Supplier acknowledges that the City of Stamford accepts no responsibility for goods, equipment or services delivered without a formal written Purchase Order and/or Change Order.

_____ _____

Signature of Corporate Officer Title

_____ _____

Printed Name Date

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
Workers' Compensation and Heart & Hypertension Claims Administration

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 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) Personal Injury and advertising liability.
    (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. Professional Liability insurance, which covers the services of the Vendor as defined in this RFP with a minimum limit of liability of $2,000,000.

6. Employee Dishonesty/Crime and Fidelity insurance with a minimum limit of liability of $2,000,000 per occurrence. Coverage shall include, but not be limited to, loss of assets by the City of Stamford which are caused by or attributable to theft by the Vendor's employees, agents or officers.

7. 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 successful Vendor, whichever is later.

8. 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.

9. 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.

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

11. 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 15 days prior to the expiration of the policies. Vendor's failure to renew said certificates of insurance or insurance policies shall not be deemed to be a waiver of the Vendor's obligations to comply with all provisions of these insurance requirements hereunder.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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	

INSURER(S) AFFORDING COVERAGE		NAIC #
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 :		

INSURED

Sample Company
456 Sample Company
City, State Zip

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	01/01/2025	12/31/2025	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	01/01/2025	12/31/2025	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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	123456789	01/01/2025	12/31/2025	[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	Crime/Fidelity/Employee Dishonesty Professional Liability		X	45678910	01/01/2025	12/31/2025	$2,000,000 (Crime/Fidelity) $2,000,000 (Prof Liab)	

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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