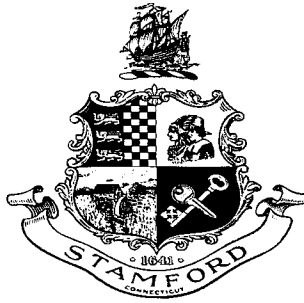


MAYOR  
DAVID R. MARTIN



RICHARD FREEDMAN  
CHAIR  
MARY LOU T. RINALDI  
VICE CHAIR  
SAL GABRIELE  
DAVID KOORIS  
KIERAN M. RYAN  
DUDLEY N. WILLIAMS

TEL: (203) 977-4699  
FAX: (203) 977-5030

## BOARD OF FINANCE

STAMFORD GOVERNMENT CENTER  
888 WASHINGTON BOULEVARD  
P.O. BOX 10152  
STAMFORD, CONNECTICUT 06904-2152

### AGENDA

**Tuesday, February 12, 2019 – 7 p.m.**

**Board of Finance Meeting Room, 4<sup>th</sup> Floor**

CALL TO ORDER: Chair Richard Freedman

PLEDGE OF ALLEGIANCE: Chair Richard Freedman

PUBLIC PARTICIPATION

REPORTS TO THE BOARD

1. MINUTES

Request for approval of minutes of the January 10, 2019 regular monthly meeting.

**Submitted by:** Clerk, Board of Finance

2. MOLD TASK FORCE UPDATE

A representative of the Mold Task Force may provide an update on activity that occurred during the past month.

3. TRANSFER – HOMELAND SECURITY FUNDING

This request is for approval of a transfer of Homeland Security funding from General Funds to Grants to pay for Stamford's share of the UASI Radio maintenance.

**Amount:** \$14,238  
**Fund/Budget:** From: 01433505506, Emergency Commission/Radio Maintenance  
To: 01480809024, Grants Fund  
**Submitted by:** Karen Cammarota, Grants Officer  
**Attending:** Karen Cammarota

4. ADDITIONAL APPROPRIATION – HOMELAND SECURITY – 2018/19 (GRANT-FUNDED)

This request is for approval of an additional appropriation (grant-funded) of \$454,626 as follows:

Homeland Security Grant (\$367,659) – FY 2018 Homeland Security funds will be allocated for equipment, training and maintenance of assets to enhance the preparedness and response capabilities of first responders throughout lower Fairfield County. The City of Stamford will receive \$50,000 to act as the fiduciary agent for the 14 participating municipalities:

244 0187 3202 Conferences and Training \$12,000  
244 0187 6730 Non-Capital Equipment \$355,659

Direct Cost Reimbursed-Grants (\$86,967) – The towns and cities in DEMHS Region 1 will each pay a pre-determined share of the costs to sustain the UASI interoperable radio system. As the fiduciary of the Region's Homeland Security grant, Stamford will collect the fees and issue payment to the vendor as follows:

Bridgeport	\$15,759.96	Norwalk	\$11,021.24
Darien	3,614.44	Stratford	7,964.32
Easton	3,614.44	Trumbull	6,703.07
Fairfield	8,720.45	Weston	3,614.44
Greenwich	9,129.32	Westport	5,982.20
Monroe	3,614.44	Wilton	3,614.44
New Canaan	3,614.44		

**Amount:** \$454,626  
**Fund/Budget:** 100% grant funded  
**Submitted by:** Karen Cammarota, Grants Officer  
**Attending:** Karen Cammarota

5. ADDITIONAL APPROPRIATION – MEDICAL RESERVE CORP. (GRANT FUNDED)

This request is for approval of an additional appropriation (grant-funded) to provide support for a Medical Reserve Corp. (MRC). The MRC is a volunteer unit trained to assist during public health emergencies. Funds will be used to pay for supplies.

**Amount:** \$7,500  
**Fund/Budget:** 100% Grant Funded  
**Submitted by:** Jennifer Calder, Health Department Director  
**Attending:** Karen Cammarota

6. CONTRACT AGREEMENT – HOLE IN ONE CART RENTAL, INC.

This is a request for approval of an agreement between the City of Stamford and Hole In One Cart Rental, Inc. in accordance with RFP No. 752 Golf Course Management and Golf Cart Rental Services for the E. Gaynor Brennan Municipal Golf Course. Shall commence when fully executed by the parties and shall terminate on December 31, 2023 (5-year term with a 5-year extension option). Under no circumstances shall the entire term of this Agreement, including any extensions, exceed ten (10) years.

**Amount:** As noted in attached Agreement.  
**Submitted by:** Laurie Albano, Superintendent of Recreation  
**Attending:** Laurie Albano; Michael Sullivan, Golf Course Superintendent; and Rob Tyska, Chairman, Golf Commission

7. ADDITIONAL APPROPRIATION – ASSISTANT DIRECTOR OF HUMAN RESOURCES

This request is for funding to fill the Assistant Director of Human Resources position for the remainder of this fiscal year. It is essential that this position be filled as soon as possible. The Department is currently without a Director and being managed by the Director of Legal Affairs with the part-time transitional assistance of the former Human Resources Director who will be leaving in mid-March.

**Amount:** \$32,300  
**Fund/Budget:** Contingency  
**Submitted by:** Kathryn Emmett, Director of Legal Affairs  
**Attending:** Kathryn Emmett; Jay Fountain, Director of OPM

8. ADDITIONAL APPROPRIATION – TRAFFIC ANALYST

This request is for approval of an additional appropriation for funding for a traffic analyst necessary to collect and maintain the City's traffic database system, mitigate safety concerns, and adopt Complete Streets practices as they will help prioritize improvement projects throughout the City, aid the traffic engineers in overseeing them, and evaluate costs/benefits of alternative treatments. The traffic data analyst will support the Bureau Chief and traffic engineers in preparation of extremely competitive grant applications by providing all supporting documentation, preparing reports and presentations. The traffic data analyst will allow the department to apply for significantly more regional, state and federal dollars. This request is to cover the salary of this full-time position from April 1 to June 30 or 13 weeks.

**Amount:** \$15,355  
**Fund/Budget:** Contingency  
**Submitted by:** Mark McGrath, Director of Operations  
**Attending:** Mark McGrath and James Travers, Transportation Bureau Chief

9. LEASE AGREEMENT – EPA (AMENDMENT NO. 2)

This request is for approval of a proposed Lease Amendment to an original lease by the US Government for approximately 1,380 square feet on the 9<sup>th</sup> floor of the Government Center. The original lease was executed in March 2009 with an original term of 10 years. The City amended that lease by way of a Supplemental Agreement (1<sup>st</sup> Amendment) dated May 13, 2010, which set the end-date at October 31, 2019. The US Government is now asking the City to execute a second Amendment which adds a 5-year renewal option. This second Amendment requires the approval of Planning Board, the Board of Finance and the Board of Representatives, per Ordinance Sec. 9-7.2, because the renewal option was not in the original lease. The rent was \$64,226.60 per year for years 6-10, subject to CPI escalations. There is no change to the rent in the proposed second Amendment – it is confirmed that correct rents were received and CPI escalations were applied.

**Amount:** \$64,226.60 per year  
**Submitted by:** Mayor David Martin  
**Attending:** Mark McGrath, Director of Operations

10. ADDITIONAL APPROPRIATION – IUOE UNION WAGE INCREASE OBLIGATION

This is a request to appropriate \$796,169 from Contingency to fund the IUOE Union wage increase obligation for FY 18/19 per a recent contract settlement.

**Amount:** \$796,169  
**Fund/Budget:** Contingency  
**Submitted by:** Jay Fountain, Director of OPM  
**Attending:** Jay Fountain

11. ADDITIONAL APPROPRIATION – IUOE UNION AGREEMENT – RETRO PAY

This request is for approval to appropriate \$53,993 (WPCA) and \$1,138,147 (Operations) from Fund Balance to fund the IUOE Retro Wage increase obligations from FY14/16-FY17/18 per a recent contract settlement.

**Amount:** \$1,192,140  
**Fund/Budget:** Fund Balance  
**Submitted by:** Jay Fountain, Director of OPM  
**Attending:** Jay Fountain

12. CAPITAL PROJECT APPROPRIATION – DISTRICT-WIDE BOILER AND BURNER REPLACEMENT (C5B613):

This request is for approval of a Capital Project appropriation for \$175,000 to offset the January 2019 Capital Project Closeout associated with Grants. (See Item 14 for related resolution.)

**Amount:** \$175,000  
**Fund/Budget:** Bonds (City) \$144,500 – Federal Grant \$30,500  
**Submitted by:** Jay Fountain, Director of OPM  
**Attending:** Jay Fountain; Lou Casolo, City Engineer (TBC)

13. CAPITAL PROJECT APPROPRIATION – TRANSFER STATION REHABILITATION IMPROVEMENTS (CP9241)

This request is for approval of a Capital Project appropriation of \$350,000 to offset the January 2019 Capital Project Closeout associated with grants. (See Item 15 for related resolution.)

**Amount:** \$350,000  
**Fund/Budget:** Bond (City)  
**Submitted by:** Jay Fountain, Director of OPM  
**Attending:** Jay Fountain; Lou Casolo, City Engineer (TBC)

14. BOND RESOLUTION – DISTRICT-WIDE BOILER AND BURNER REPLACEMENT (C5B613)

This request is to amend the Prior Resolution to increase the amount of General Obligation Bonds by \$144,500 to finance the Capital Budget projects. (See Item 12 for related appropriation.)

**Amount:** \$144,500  
**Fund/Budget:** Bond (City)  
**Submitted by:** Jay Fountain, Director of OPM  
**Attending:** Jay Fountain; Tony Romano, Mgmt. Analyst; Lou Casolo, City Engineer (TBC)

15. BOND RESOLUTION – TRANSFER STATION REHABILITATION IMPROVEMENTS (CP9241)

This request is to amend the Prior Resolution to increase the amount of General Obligation Bonds by \$350,000 to finance the Capital Budget Projects. (See Item 13 for related appropriation.)

**Amount:** \$350,000  
**Fund/Budget:** Bond (City)  
**Submitted by:** Jay Fountain, Director of OPM  
**Attending:** Jay Fountain; Tony Romano, Mgmt. Analyst; Lou Casolo, City Engineer (TBC)

16. CAPITAL PROJECT CLOSEOUTS

This is a recommendation to close-out the following capital projects pursuant to Stamford City Code Section 8-2:

CP8707	Solid Waste Maintenance Garage	(\$50,000)
CP8708	Transfer Station Power Supply Upgrade	(\$85,000)
CP8709	Transfer Station Exterior Lighting	(\$50,000)
CP9241	Transfer Station Rehabilitation Improvements	(\$750,000)

**Amount:** (\$935,000)  
**Fund/Budget:** State Grants  
**Submitted by:** Jay Fountain, Director of OPM  
**Attending:** Jay Fountain; Tony Romano, Mgmt. Analyst; Lou Casolo, City Engineer (TBC)

17. SECOND QUARTER FINANCIAL PROJECTIONS: FY 18-19 (UPDATE)

An update on the second quarter financial projections for fiscal year 18-19 will be given by Jay Fountain, Director of OPM. *This item was not available at time of posting.*

**Attending:** Jay Fountain

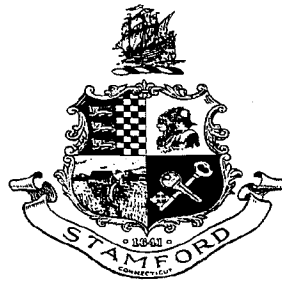
The next Regular Meeting of the Board: Thursday, March 14, 2019 at 7:00 p.m.

***This meeting is on video.***

**Cynthia R. Winterle**

***Cynthia R. Winterle  
Clerk of the Board***

MAYOR  
DAVID R. MARTIN



RICHARD FREEDMAN  
CHAIR  
MARY LOU T. RINALDI  
VICE CHAIR  
SAL GABRIELE  
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## BOARD OF FINANCE

STAMFORD GOVERNMENT CENTER  
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### DRAFT MINUTES - BOARD OF FINANCE REGULAR MONTHLY MEETING

The Board of Finance held its Regular Monthly Meeting on Thursday, January 10, 2019 at 7:00 p.m. in the Board of Finance Conference Room for the following purposes:

CALL TO ORDER: Chair Richard Freedman called the meeting to order at 7:06 p.m. (Video: 00:00:05)

PLEDGE OF ALLEGIANCE: Chair Richard Freedman

IN ATTENDANCE: RICHARD FREEDMAN, CHAIR; MARY LOU RINALDI, VICE CHAIR; SALVATORE GABRIELE; DAVID KOORIS; KIERAN RYAN; AND DUDLEY WILLIAMS

### AGENDA

#### ITEMS ARE LISTED IN THE ORDER THEY WERE HEARD

1. (Video: 00:00:53) Approved the Board of Finance Minutes of the December 13, 2018 regular monthly meeting. Motion to approve by Salvatore Gabriele, second by David Kooris passed unanimously (6-0-0).

Mr. Freedman asked if anyone wished to address the Board. The following persons spoke briefly on the items listed:

- A. Deborah Billington (Item 6) (Video: 00:01:42)
- B. Frank Domiziano (Items 2 and 7) (Video: 00:05:11)
- C. Lisa Kotasek (Items 2 and 7) (Video: 00:07:08)
- D. Chris Woodside (Item 2) (Video: 00:10:20)
- E. Gloria Domiziano (Items 7 and 8) (Video: 00:13:57)
- F. Diane Lutz (Items 2 and 7) (Video: 00:16:57)

2. SAFE DEBT LIMIT (Video: 00:21:23)

Request for approval of a resolution concerning a Certificate of Safe Debt Limit of \$50,000,000 for Fiscal Year 2019-2020. This item was HELD at the December meeting.

**Submitted by:** Michael Handler, Director of Administration

Motion to approve a request by the Director of Administration for a resolution concerning a Certificate of Safe Debt Limit of \$50,000,000 for Fiscal Year 2019-20 was made by David Kooris, second by Dudley Williams which resulted in a vote of 4-2-0 (Sal Gabriele and Kieran Ryan opposed). The motion carried.

## ITEM HEARD UNDER SUSPENSION OF THE RULES

(Video: 01:13:46) On a motion by Dudley Williams, seconded by David Kooris, the Board approved, by unanimous vote, to hear the following item:

2. (a) AGREEMENT: Bismark Construction Company, Inc. (Video: 01:13:46)

Request for approval of an AIA Construction Manager as Constructor Agreement that is open ended as to price and term. Fees based on hourly rates for mold investigation and cost plus 7% for construction. Fees will certainly exceed \$100,000, but Bismark will need an additional written notice to proceed from the City of Stamford before fees can exceed \$500,000.

**Submitted by:** Michael Handler, Director of Administration (Mold Task Force)

Motion to approve was made by Dudley Williams, seconded by Richard Freedman, which resulted in a vote of 4-2-0 (Salvatore Gabriele and Kieran Ryan opposed). The motion carried.

7. ADDITIONAL APPROPRIATION – FUND MOLD REMEDIATION AT STAMFORD SCHOOLS

(Video: 01:35:43)

The Mold Task Force requests approval of an emergency supplemental appropriation for mold remediation in Stamford Public Schools/Sites.

**Amount:** \$1,000,000  
**Fund/Budget:** 01480809024  
**Submitted by:** Karen Cammarota, Grants Officer

Motion to approve was made by David Kooris, second by Mary Lou Rinaldi and passed unanimously (6-0-0).

8. ADDITIONAL APPROPRIATION – MOLD TASK FORCE – ELMCROFT (Video: 02:01:38)

Request to appropriate funds from the General Fund to Grants Fund 24, where funds were already appropriated from Contingency for mold-related issues in Stamford Public Schools/Sites.

**Amount:** \$1,000,000  
**Fund/Budget:** Contingency - Project MR9522 – 24403619450  
**Submitted by:** Karen Cammarota, Grants Officer

Motion to approve was made by David Kooris, second by Dudley Williams and passed unanimously (6-0-0).

3. CAPITAL PROJECT APPROPRIATION REQUEST – STREET PATCH AND RESURFACING

(Video: 02:02:31)

Request for a Capital Project appropriation for paving contributions related to water main installation projects completed by Aquarion Water Company in 2018. The contributions are associated with the following streets: Orchard Street, Taff Avenue, Homestead Avenue, Schuyler Avenue, Stillwater Avenue, Newfield Avenue and Berrian Road.

**Amount:** \$479,028  
**Fund/Budget:** Private contributions  
**Submitted by:** Thomas Turk, Supervisor, Traffic and Road Maintenance

Motion to approve was made by David Kooris, second by Mary Lou Rinaldi and passed unanimously (6-0-0).

4. UPDATE – EXTERNAL AUDITOR REQUEST FOR PROPOSALS (RFP) (Video: 02:03:26)

Update from Controller David Yanik (DISCUSSION ONLY)

5. ADDITIONAL APPROPRIATION – OVERTIME FUNDING (Video: 02:05:03) (WITHDRAWN)

Request to fund overtime costs to cover the work load in Accounts Payable, Cash Receipts, and Payroll based on final approved budget.

**Amount:** \$15,000  
**Fund/Budget:** Contingency (transfer into Overtime Account)  
**Submitted by:** David Yanik, Controller

This item was WITHDRAWN.

6. ADDITIONAL APPROPRIATION/GRANT FUNDED – JAG LOCAL VCP GRANT (Video: 02:05:14)

The Stamford Police Department will conduct extra police walking patrols in city parks and beaches in the Spring and Summer of 2019 to address crime and quality-of-life issues in the parks. The patrols will occur on an overtime basis. The grant supports 100%.

**Amount:** \$16,000  
**Fund/Budget:** New Grant  
**Submitted by:** Thomas Wuennemann, Assistant Chief of Police

Motion to approve was made by Mary Lou Rinaldi, seconded by Dudley Williams which resulted in a vote of 4-2-0 (Salvatore Gabriele and Kieran Ryan opposed). Motion carried.

9. DISCUSSION – POLICE OVERTIME (Video: 02:27:04)

The Board of Finance requested an accounting of Police overtime in the last 3 to 4 years and has invited Director Ted Jankowski to attend the meeting to discuss this topic.

**Submitted by:** Board of Finance

Accounting given by Director of Public Safety, Health and Welfare Ted Jankowski (DISCUSSION ONLY)



10. REVIEW: MILL RIVER PARK FUND 15: (HELD)  
Following a discussion at the November 8, 2018 meeting of the Board, the office of OPM will provide a review of the Mill River Park Fund 15.

**Submitted by:** Jay Fountain, Director, OPM

This item was held and will be discussed at the February 12, 2019 meeting of the Board of Finance.

ADJOURNMENT: (Video: 02:52:53)

A motion to adjourn the meeting was made by Dudley Williams, seconded by Salvatore Gabriele and passed unanimously (6-0-0).

The next Regular Meeting of the Board: Tuesday, February 12, 2019 at 7:00 p.m.

**This meeting is on video.**

**Cynthia R. Winterle**

**Cynthia R. Winterle  
Clerk of the Board**

**Board of Finance Transfer Request**  
**Operating Budget**  
**FY 2018/2019**

**Office Use Only**

BA: \_\_\_\_\_

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

Analyst: \_\_\_\_\_

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

TO: Board of Finance  
 FROM: Karen Cammarota, Department Director  
 DATE: 1/11/2019  
 PURPOSE: TRANSFER HOMELAND SECURITY FUNDING  
 DEPT: 8080 - Transfer to  
 REQUEST AMOUNT: \$14,238.00

**Part A - Description of Request**



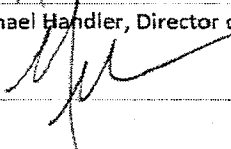
Transfer Homeland Security Funding from General Funds to Grants to pay for Stamford's share of the UASI Radio maintenance

**Part B - Account Information**

Ref #	Prior Year's Expenditure	Department Request	Approved by Mayor	Approved by BOF	Approved by BOR	Revised Budget	Projected Exp	From	To
01480809024	Transfer to Grant Fund								
	1,746,453	1,678,262	1,644,082	1,504,374	1,494,374	1,994,374	2,008,612	0.00	14,238.00
01433506606	Emer Comm/Radio Maintenance								
	705,234	768,113	768,113	768,113	768,113	766,563	752,325	14,238.00	0.00
<b>Total</b>								<b>\$14,238.00</b>	<b>\$14,238.00</b>

**Part C - Approvals**

In accordance with the City Charter Section C8-30-11, Control of Appropriations, transfers of appropriations (excluding administrative transfers) may, with the approval of the Board of Finance, be made in proper cases from one item to another. Please review above transactions.

Karen Cammarota, Department Head/Director	Date	OPM Director/OPM Asst Director	Date
	1/11/19		1/14/19
Michael Handler, Director of Administration	Date		
	1-16-19		

## REQUEST FOR ADDITIONAL APPROPRIATION

Instructions: Complete all information in Parts A and B. Have Director/ Department Head sign and date on appropriate lines in Part C. Forward original to OPM Director, 10th Floor. OPM Director will forward to the Boards. Submit to OPM by the 20th of the month in order to be included on the next Board of Finance and Representatives meeting agendas.

## Part A - Account Information

FY 18/19

Project # F39  
 Revenue # See below  
 Expend. # 2440187  
 Dept. Name Grants Office  
 Account Title Homeland Security 18/19  
 Source: 100% Grant Funded

Request Amount \$ 454,626

Previous Year's Expenditure \$ -  
 Department Request \_\_\_\_\_  
 Approved by Mayor \_\_\_\_\_  
 Approved by Finance Board \_\_\_\_\_  
 Approved by Board of Reps. \_\_\_\_\_  
 Revised Budget \_\_\_\_\_  
 Balance in Account \_\_\_\_\_  
 Projected Exp. & Enc. \$ -

## Part B - Request Description and Supporting Calculations

## Revenue # 243F000331600 \$367,659 Homeland Security Grant

FY 2018 Homeland Security Grant funds will be allocated for equipment, training and maintenance of assets to enhance the preparedness and response capabilities of first responders throughout lower Fairfield County. The City of Stamford will receive \$50,000 to act as the fiduciary agent for the 14 participating municipalities.

244 0187 3202 Conferences & Training \$ 12,000  
 244 0187 6730 Non-capital Equipment \$355,659

## Revenue # 24301103621002 \$86,967 Direct Cost Reimb-Grants

The towns and cities in DEMHS Region 1 will each pay a pre-determined share of the costs to sustain the UASI interoperable radio system. As the fiduciary of the Region's Homeland Security grant, Stamford will collect the fees and issue payment to the vendor.

Bridgeport \$15,759.95	Darien \$3614.44	Stratford \$7964.32
Easton \$3614.44	Trumbull \$6703.07	
Fairfield \$8720.45	Weston \$3614.44	
Greenwich \$9129.32	Westport \$5982.20	
Monroe \$3614.44	Wilton \$3614.44	
New Canaan \$3614.44	Norwalk \$11,021.24	

01/24/19

TAX IMPACT

0.000 Mills

## Part C - Approvals

Karen Annunzio 1/24/19  
 Office of Other Director

J. R. Fountain 1/24/19  
 J. R. Fountain OPM, Director

Michael E. Handler 1-29-19  
 Director of Administration

David R. Martin 1/24/19  
 David R. Martin, Mayor

## REQUEST FOR ADDITIONAL APPROPRIATION - GRANT FUNDED

Instructions: Complete all information in Parts A and B. Have Director/ Department Head sign and date on appropriate lines in Part C. Forward original to OPM Director, 10th Floor. OPM Director will forward to the Boards. Submit to OPM by the 20th of the month in order to be included on the next Board of Finance and Representatives meeting agendas.

## Part A - Account Information

FY 17/18

Project # F38  
 Revenue # 243F0003316000 Dept. Name Medical Reserve Corp- NACCHO  
 Expend. # 24401176120 Account Title MRC / Program Supplies

Source: 100% Grant Funded

Request Amount \$ 7,500

Previous Year's Expenditure	\$ -
Department Request	\$ -
Approved by Mayor	\$ -
Approved by Finance Board	\$ -
Approved by Board of Reps.	\$ -
Revised Budget	\$ -
Balance in Account	\$ -
Projected Exp. & Enc.	\$ -



## Part B - Request Description and Supporting Calculations

This grant provides support for a Medical Reserve Corp. The MRC is a volunteer unit trained to assist during public health emergencies. Funds will be used to pay for supplies.

01/16/19

TAX IMPACT

0.000 Mills

## Part C - Approvals

Michael E. Handler  
 Director of Administration

1/22/19

J.R. Fountain  
 J.R. Fountain, OPM Director

1/22/18

Office or Other Director

David R. Martin  
 David R. Martin, Mayor

## AGREEMENT

**THIS AGREEMENT** dated the \_\_\_\_\_ day of \_\_\_\_\_, 2019, is by and between the **CITY OF STAMFORD**, 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 (hereinafter "The City"), acting herein by David R. Martin, its duly authorized Mayor, and **HOLE IN ONE CART RENTAL, INC.**, a domestic corporation with a principal place of business located 1349 Newfield Avenue, Stamford, Connecticut (hereinafter the "Operator", "Proposer", "Licensee", "Concessionaire", "Vendor" and/or "Contractor"), acting herein by Angela Aulenti, its duly authorized President.

## WITNESSETH

**WHEREAS**, The City solicited Request for Proposals No. 752 for Golf Course Management and Golf Cart Rental Services for the E. Gaynor Brennan Municipal Golf Course;

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

**WHEREAS**, The City has accepted The Operator's proposal for said work 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. SCOPE OF SERVICES.** The Scope of Services shall consist of those duties, functions, obligations, responsibilities, and tasks set forth in:

**Exhibit A** – The City's Request for Proposals No. 752, issued September 19, 2018;

**Exhibit A-1** – The City's Addendum No. 1, dated October 2, 2018, to its Request for Proposals No. 752;

**Exhibit A-2** – The City's Addendum No. 2, dated October 4, 2018, to its Request for Proposals No. 752;

**Exhibit B** – The Operator's Proposal, dated October 10, 2018; and

**Exhibit B-1** – Email string between the Operator and the City regarding GPS Technology, warranty and repairs.

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

**3. COMPENSATION.** The City shall pay the Operator a fixed fee of One Dollar and Fifty Cents (\$1.50) for each round of golf played and Sixty Five Percent (65%) of the golf cart revenues. Said payments shall be invoiced by the Operator and paid by the City twice per month. The Operator shall also receive the benefit other rights and privileges, including the exclusive right to operate the golf pro shop and receive the financial benefit therefrom, all as set forth in greater detail in the City's RFP No. 752, attached hereto as **Exhibit A**, and the Operator's Proposal, attached hereto as **Exhibit B**. The Operator shall charge the fees established by the City's Board of Representatives, as set forth in Resolution No. 3886, a copy of which is attached hereto as **Exhibit C** and hereby made a part hereof as if fully set forth herein, or as revised from time to time by subsequent resolutions;

**4. TERM.** The Term of this Agreement shall commence when fully executed by the parties hereto and shall terminate on December 31, 2023. The parties may, by mutual agreement, extend the Term of this Agreement for one (1), additional five (5) year period. Under no circumstances, shall the entire Term of this Agreement, including any extensions, exceed ten (10) years;

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

**6. INDEMNIFICATION.** The Operator shall indemnify and hold harmless 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 Operator, or loss of or damage to property, resulting directly or indirectly from the Operator's negligent performance pursuant to this Agreement, or by any omission to perform some duty imposed by law or this Agreement upon the Operator, its officers, agents and employees. The foregoing indemnity shall include reasonable attorneys' fees and costs of suit, if applicable, the Operator's duty to defend the City, its officers, agents and employees from such claims and shall not be limited by reason of any insurance coverage required pursuant to this Agreement;

**7. ASSIGNMENT.** The Operator shall not assign or transfer any portion of the work set forth herein without the prior written approval of The City;

**8. BOOKS AND RECORDS.** The Operator 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 Operator's demand for compensation by The City for a period of not less than three (3) years from the date of the final payment for work performed under this Agreement;

**9. INSURANCE.** The Operator 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. 752 attached hereto as **Exhibit A**;

**10. REPRESENTATIONS.** The Operator represents that it is qualified in relation to the work to be performed under this Agreement and further represents that it has the requisite skill, expertise, and knowledge necessary to perform the scope of services required under the terms of this Agreement, including any supplementary work. The Operator hereby acknowledges that The City has relied upon said representations in entering into this Agreement;

**11. INTERPRETATION.** The Operator 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 the work or pricing, to which such terms this section shall not apply;

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

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

**14. NON-APPROPRIATION.** The Operator acknowledges that The City is a municipal corporation, that The City's obligation to make payments under this Agreement is contingent upon the appropriation by The City's Board of Representatives of funds sufficient for such purposes for each budget year in which the Agreement is in effect, and that The City may terminate this Agreement by way of written notice to The Operator if sufficient funds to prove for the payment(s) hereunder are not so appropriated;

**16. TERMINATION.**

- A. **TERMINATION FOR CAUSE.** If, through any cause, The Operator shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if The Operator 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 Operator 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 Operator pursuant to its performance under this Agreement shall, at the option of The City, become The City's property. The Operator shall be entitled to receive just and equitable compensation for any satisfactory services completed up to the effective date of termination. The Operator 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 Operator's express written permission;

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

- 1) If The Operator furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete;
- 2) If The Operator 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 Operator 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 Operator and The City may withhold any payment to The Operator for the purposes of setoff until such time as the exact amount of damages due The City from The Operator is determined.

B. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement at any time The City determines that the purposes of the distribution of monies under the Agreement would no longer be served by the services provided. The City shall effect such termination by giving written notice of termination to The Operator 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 Operator 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 Operator pursuant to the terms of the Agreement, less payments of compensation previously made, and subject to The City's right of set off for any damages pursuant to the terms of the Agreement;

## **17. DISPUTE RESOLUTION.**



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

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

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

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

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

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

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

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

by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

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

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

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

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

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

**20. CONFIDENTIALITY.** During and after the term of this Agreement, Operator, 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 information except as require by law.

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

**23. CODE OF ETHICS.** The Operator shall comply with the Stamford Municipal Code of Ethics as codified in Chapter 19 of the City of Stamford Code of Ordinances and shall be considered an "employee", as defined in that Chapter, strictly for the purpose of compliance thereto. The Operator is prohibited from using its status as a contractor to The City to derive any interest(s) or benefit(s) from other individuals or organizations.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written. Signed, sealed and delivered in the presence of:

**CITY OF STAMFORD**

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

By: \_\_\_\_\_  
David R. Martin, Mayor

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

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

**HOLE IN ONE CART RENTAL, INC.**

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

By: \_\_\_\_\_  
Angela Aulenti, President

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

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

Approved as to Form:

Approved as to Insurance:

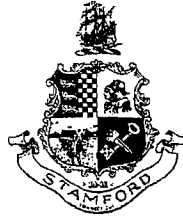
\_\_\_\_\_  
Chris Dellaselva  
Asst. Corp. Counsel

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

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

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

MAYOR  
DAVID R. MARTIN



PURCHASING MANAGER  
ERIK J. LARSON  
Phone: (203) 977-4107  
Email: elarson@stamfordct.gov

**CITY OF STAMFORD**  
OFFICE OF ADMINISTRATION  
888 WASHINGTON BOULEVARD  
P.O. BOX 10152  
STAMFORD, CONNECTICUT 06904-2152

### REQUEST FOR PROPOSALS No. 752

### GOLF COURSE MANAGEMENT AND GOLF CART RENTAL SERVICES FOR THE E. GAYNOR BRENNAN MUNICIPAL GOLF COURSE

Proposals Due	October 18, 2018 @ 4:00 P.M.	
Submit To	City of Stamford Purchasing Department 888 Washington Boulevard Stamford, CT 06904-2152	
Attention	Erik J. Larson Purchasing Manager	
Pre-Proposal Meeting	Wednesday, September 26, 2018 10:00 am E. Gaynor Brennan Municipal Golf Course 451 Stillwater Rd. Stamford, CT	
Mandatory	Yes	
Number of Copies Required		
# Original	1	
# Copies	8	
# USB	2	

## **INTERNET USAGE ACKNOWLEDGEMENT (October 5, 2015)**

**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."
4. Bids/Proposals must be received in hard copy in the Purchasing Department by the due date and time in order to be considered. Please be advised that the Purchasing Department does not accept bids or proposals by email or fax. More Information: (203) 977-4108, (203) 977-4107 or (203) 977-4994.
5. Please note modifications made to the City's Standard form of Contract with the addition of Section 16. Dispute Resolution on the Sample Agreement.

## **RFQ/RFP SUBMISSION REQUIREMENTS**

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

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

- ☐ Contractor's Statement
- ☐ Non-Collusion Affidavit
- ☐ CHRO Employment Information Form  
[http://www.ct.gov/chro/lib/chro/Notification\\_to\\_Bidders.pdf](http://www.ct.gov/chro/lib/chro/Notification_to_Bidders.pdf)
- ☐ City of Stamford State of Connecticut Contractor Verification (in accordance with Public Act 16-67) Compliance Affidavit (If applicable)
- ☐ Certification – Prohibition of Wastes Generated from Oil & Gas Drilling and Extraction Activities

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

**Contractor's Statement**

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

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

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

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

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

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

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

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

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

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### **Non-Collusion Affidavit**

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

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with any competitor for the purpose of restricting competition.
2. Unless otherwise required by law, the prices, which have been quoted in this Proposal, have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

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

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

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

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

#### **ACKNOWLEDGMENT**

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

COUNTY OF \_\_\_\_\_ SS. \_\_\_\_\_

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

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

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

EFFECTIVE: 2/24/09

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

**Compliance Affidavit**

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

(Contractor)

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



**CITY OF STAMFORD CONNECTICUT**

**CERTIFICATION FOR BIDS, RFQ and RFP**

**PROHIBITION OF WASTES GENERATED FROM OIL & GAS DRILLING AND  
EXTRACTION ACTIVITIES**

Pursuant to City of Stamford Ordinance No. 1241 Supplemental, Prohibiting Wastes Generated from Oil and Gas Drilling and Extraction Activities, if the goods/services contemplated pursuant to this Agreement involves the construction or maintenance of any publically owned and/or maintained road or real property within the City, or involves the purchase or acquisition of materials to be used to construct or maintain any publically owned and/or maintained road or real property within the City, the Contractor shall complete the following statement:

"We \_\_\_\_\_ hereby submit a bid for materials, equipment and/or labor for the City of Stamford.

The bid is for bid documents titled:

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We hereby certify under penalty of perjury that no natural gas waste or oil waste will be used by the undersigned bidder; or any contractor, sub-contractor, agent or vendor agent in connection with the bid; nor will the undersigned bidder or any subcontractor, agent or vendor agent thereof apply any natural gas waste or oil waste to any road or real property within the City of Stamford as a result of the submittal of this bid if selected."

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

MAYOR  
DAVID R. MARTIN



PURCHASING MANAGER  
ERIK J. LARSON  
Phone: (203) 977-4107  
Email: elarson@stamfordct.gov

**CITY OF STAMFORD**  
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888 WASHINGTON BOULEVARD  
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STAMFORD, CONNECTICUT 06904-2152  
**(Rev. 9-1-17)**

**Notification to Bidders**

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

The City of Stamford aggressively solicits the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials. "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: (1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n. "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans; (2) Hispanic Americans; (3) persons who have origins in the Iberian Peninsula; (4) Women; (5) Asian Pacific Americans and Pacific Islanders; and (6) American Indians. An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The City will consider the following factors when reviewing the Bidder's/Proposer's qualifications:

- (a) success in implementing an affirmative action plan;
- (b) where applicable, success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) a promise to develop and implement a successful affirmative action plan;
- (d) submission of employment statistics contained in the Connecticut Commission on Human Rights and Opportunities ("CCHRO") "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) a promise to set aside a portion of the contract for legitimate minority business enterprises.

**2. Non-Discrimination**

- (a) The contractor agrees and warrants that in the performance of the contract, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any

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

(b) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "Affirmative Action-Equal Opportunity Employer" in accordance with regulations adopted by the CCHRO;

(c) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a copy of these provisions, advising the labor union or worker's representative of the contractor's commitments under these provisions and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(d) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 4a-62, 32-9e, 46a-56 and 46a-68b to 46a-68k, inclusive, and with each regulation or relevant order issued by said CCHRO;

(e) the contractor agrees to provide the City with such information requested by the City, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor.

### 3. Subcontractors

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

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

### 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.

**PLEASE NOTE: THIS AGREEMENT IS PROVIDED AS AN EXAMPLE ONLY. THE ACTUAL CONTRACT SUBMITTED FOR YOUR FIRM'S SIGNATURE WILL VARY BASED UPON THE PARTICULARS OF THE SPECIFIC RFP/RFQ PACKAGE.**

## AGREEMENT

**THIS AGREEMENT** dated the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **CITY OF STAMFORD**, a municipal corporation in the State of Connecticut, hereinafter referred to as the “City”, 888 Washington Boulevard, Stamford, Connecticut 06904, acting herein by David R. Martin, its Mayor, hereunto duly authorized, and

hereinafter referred to as the "Contractor", acting herein by \_\_\_\_\_, duly authorized.

**WITNESSETH**

**WHEREAS**, the City of Stamford solicited Request for Proposals # \_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_ ; and,

**WHEREAS**, the Contractor has responded to the City by submitting a Response to the Request for Proposal; and,

**WHEREAS**, the City has accepted the Contractor's Proposal for said work, pursuant to the terms hereinafter set forth.

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. SCOPE OF SERVICES.** The scope of services shall consist of those duties, functions, obligations, responsibilities, and tasks set forth in: (a) the City's Request for Proposal # \_\_\_\_\_, attached hereto as Exhibit A and made a part hereof; and (b) the Contractor's Proposal, Exhibit B attached hereto and incorporated herein.

**2. COMPENSATION.** The City shall pay as compensation to the Contractor a fee of

**3. TIME OF COMMENCEMENT AND COMPLETION OF WORK.** The Contractor shall commence the work hereunder upon the execution of this Agreement by both parties and shall substantially complete said work by . It is agreed and understood that time is of the essence and that Contractor's failure to substantially complete the work within the period allowed shall constitute a breach of this Agreement. Contractor's sole remedy for delays shall be an extension of time to complete the work. Contractor waives any damages for delays incurred by it or anyone claiming through it.

**4. REVIEW OF WORK.** The Contractor will permit the City, its officers, agents, and employees, to review, at any time, all work performed under the terms of this Agreement at any stage of the work.

**5. INDEMNIFICATION.** The Contractor shall indemnify and hold harmless The City, its officers, agents and employees, from loss, cost, damage, injury, liability, and claim for injury to or death of a person, including employees of The Contractor or loss of or damage to property,

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

**6. ASSIGNMENT.** The Contractor shall not assign or transfer any portion of the work set forth herein without the prior written approval of the City.

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

**8. INSURANCE.** The Contractor shall provide and pay for such insurance as is set forth in Exhibit A – Insurance Requirements of the City of Stamford, attached hereto as Exhibit A and made a part hereof.

**9. REPRESENTATIONS.** The Contractor represents that it is an expert in relation to the work to be performed under this Agreement. The Contractor further represents that it has the requisite skill, expertise, and knowledge necessary to perform the scope of services required under the terms of this Agreement, including any supplementary work and the City relies upon said representation in executing this Agreement.

**10. INTERPRETATION.** The parties agree that in the event of any ambiguity between the terms of this Agreement, the City's Request for Proposal (Exhibit A), and the Contractor's Proposal (Exhibit B), the City in its sole discretion shall determine the terms and/or the documents which shall prevail and take precedence.

**11. NON-APPROPRIATION.** Contractor acknowledges that the City is a municipal corporation and that the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City's Board of Representatives of funds sufficient for such purposes, for each budget year in which this Agreement is in effect. If sufficient funds to provide for the payment(s) hereunder are not appropriated, the City may terminate this Agreement upon notice in writing to the Contractor.

**12. SUBCONTRACTING.** Aside from those subcontractors disclosed in The Contractor's Proposal, attached hereto as Exhibit B, if any, the Contractor is prohibited from further subcontracting the work of this Agreement or any part of it unless The City first approves such subcontracting in writing and approves, in writing, of the specific subcontractor(s) The Contractor proposes to be used. . The Contractor shall provide the City fully executed copies of the City of Stamford State of Connecticut Contractor Verification (in accordance with Public Act 16-67) Compliance Affidavit(s) for all proposed subcontractors. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void. Should The City approve of a proposed subcontractor, The Contractor agrees to comply with The City's Code of Ordinances § 103.4;

**13. CONTRACT EXTRAS.** Pursuant to Section 23-18.4C of the Code, it is specifically understood and agreed by the Contractor that all contract extras regarding this contract shall be governed by the City Charter and/or the Code. The City shall not be liable for payment of any

additional costs unless the provisions of the City Charter and/or the Code are fully complied with. The provisions of the City Code can be found at [www.municode.com](http://www.municode.com)

**14. COMPLIANCE WITH CITY CODE PROVISIONS.** The Contractor shall fully comply with the requirements of Sections 103-1 through 103-7 of the Code. Failure to so comply shall constitute a material breach of the terms of this Agreement, for which the City may unilaterally terminate the Agreement upon written notice to the Contractor. The provisions of the City Code can be found at [www.municode.com](http://www.municode.com)

**15. TERMINATION.**

A. **TERMINATION FOR CAUSE.** If, through any cause, The Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if The Contractor shall violate any laws or any of the covenants, agreements, or stipulations of this Agreement, The City shall thereupon have the right to terminate this Agreement for cause by giving written notice to The Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished reports, documents, data, studies, photographs, or other material prepared by The Contractor pursuant to its performance under this Agreement shall, at the option of The City, become The City's property. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory services completed up to the effective date of termination. The Contractor shall not be responsible for any claims resulting from The City's use of the documents on another project or changes made to the documents without The Contractor's express written permission;

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

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

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

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

the Agreement is terminated by The City as provided herein, The Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of The Contractor pursuant to the terms of the Agreement, less payments of compensation previously made, and subject to The City's right of set off for any damages pursuant to the terms of the Agreement;

## **16. 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 Contractor 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.

**17. GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of Connecticut and the parties hereby waive any choice of law. Any action arising out of the duties and obligations of this Agreement shall be brought in either the Connecticut Superior Court in Stamford, Connecticut, or the Federal District Court in Bridgeport, Connecticut;

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

**19. CODE OF ETHICS.** The Contractor shall comply with the Stamford Municipal Code of Ethics as codified in Chapter 19 of the City of Stamford Code of Ordinances and shall be considered an "employee", as defined in that Chapter, strictly for the purpose of compliance thereto. The Contractor is prohibited from using its status as a contractor to The City to derive any interest(s) or benefit(s) from other individuals or organizations.

**25. PROHIBITION OF WASTES GENERATED FROM OIL & GAS DRILLING AND EXTRACTION ACTIVITIES.** Pursuant to City of Stamford Ordinance No 1241 Supplemental, Prohibiting Wastes Generated from Oil and Gas Drilling and Extraction Activities, the Contractor warrants and represents that no materials containing natural gas or oil waste shall be purchased, acquired or utilized in any way in the construction or maintenance of any publically owned and/or maintained road or real property within the City and the Contractor further warrants and represents that no materials containing natural gas or oil waste shall be provided to the City.



**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**

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

By \_\_\_\_\_  
David R. Martin, Mayor

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

**THE CONTRACTOR**

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

By \_\_\_\_\_

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

Approved as to Form:

Approved as to Insurance:

\_\_\_\_\_  
Chris Dellaselva  
Asst. Corp. Counsel  
Date: \_\_\_\_\_

\_\_\_\_\_  
David S. Villalva  
Acting Risk Manager  
Date: \_\_\_\_\_

**REVISED: 5/18/2018**

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

(Revised 09/3/15)

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

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

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

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

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**INSTRUCTIONS AND OTHER INFORMATION**

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

**1) Definition of Small Contractor**

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

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

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

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

**MARKETING AND SALES:** Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

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

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

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

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

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

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

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

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

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

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

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

### PART 1 – Bidder Information

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

### PART II - Bidder Nondiscrimination Policies and Procedures

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

1. Will the work of this contract include subcontractors or suppliers? Yes ☐ No ☐

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

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

## PART IV - Bidder Employment Information

Date:

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

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

## PART V - Bidder Hiring and Recruitment Practices

(Page 5)

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	<input type="checkbox"/>	<input type="checkbox"/>			Work Experience	
Private Employment Agencies	<input type="checkbox"/>	<input type="checkbox"/>			Ability to Speak or Write English	
Schools and Colleges	<input type="checkbox"/>	<input type="checkbox"/>			Written Tests	
Newspaper Advertisement	<input type="checkbox"/>	<input type="checkbox"/>			High School Diploma	
Walk Ins	<input type="checkbox"/>	<input type="checkbox"/>			College Degree	
Present Employees	<input type="checkbox"/>	<input type="checkbox"/>			Union Membership	
Labor Organizations	<input type="checkbox"/>	<input type="checkbox"/>			Personal Recommendation	
Minority/Community Organizations	<input type="checkbox"/>	<input type="checkbox"/>			Height or Weight	
Others (please identify)	<input type="checkbox"/>	<input type="checkbox"/>			Car Ownership	
	<input type="checkbox"/>	<input type="checkbox"/>			Arrest Record	
	<input type="checkbox"/>	<input type="checkbox"/>			Wage Garnishments	

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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**REQUEST FOR PROPOSALS**

**GOLF COURSE MANAGEMENT AND  
GOLF CART RENTAL SERVICES FOR THE  
E. GAYNOR BRENNAN MUNICIPAL GOLF COURSE**

## **1.0 GENERAL INFORMATION**

### **1.1 INTRODUCTION**

This Request For Proposal (RFP) was prepared to solicit proposals from responsible sources to provide Golf Course Management and Golf Cart Rental Services for the E. Gaynor Brennan Municipal Golf Course. The words "Proposer", "Operator", "Licensee", "Concessionaire", "Vendor", and "Contractor" are used interchangeably in the "Request for Proposals".

### **1.2 ISSUING OFFICE**

This RFP is being issued by the Purchasing Department of City of Stamford on behalf of the Office of Operations, Recreation Services Division (hereinafter referred to as the "City"). The issuing officer is the Purchasing Manager, or his designee.

### **1.3 INQUIRIES**

All inquiries regarding this RFP must be in writing and must be post marked or delivered by the submission date and be addressed to:

Michael Sullivan, Golf Course Superintendent  
City of Stamford  
c/o Brennan Golf Course, 451 Stillwater Road, Stamford, Connecticut 06902  
[msullivan@stamfordct.gov](mailto:msullivan@stamfordct.gov)

A mandatory pre-proposal meeting will be held on September 26, 2018, 10:00 a.m. at the E. Gaynor Brennan Municipal Golf Course, 451 Stillwater Road, Stamford, CT 06902.

The deadline for submitting questions related to this RFP is Wednesday, October 3, 2018. Responses to all questions will be furnished through a formal Addendum following the closing date listed herein.

### **1.4 INCURRING COST**

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

### **1.5 REJECTION 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.



## 1.6 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 amendments may result in the proposal not being considered.

## 1.7 PERTINENT DATES

Each proposer must submit one original and eight (8) copies, along with two (2) electronic versions (USB Drive), of the proposal in a sealed envelope bearing on the outside the name of the proposer, full address, name of this RFP and the date and time this proposal is due to:

Erik Larson  
Purchasing Manager  
Purchasing Department  
888 Washington Boulevard  
Stamford, CT 06901

ATTN: Proposal for Golf Course Management and Golf Cart Rental Services for the E. Gaynor Brennan Municipal Golf Course

These proposals must be received by the Purchasing Department no later than 4:00 pm on Thursday, October 18, 2018. Neither faxed nor emailed RFP responses will be accepted as qualified RFP submissions. Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned to the proposer.

## 1.8 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 source, the financial considerations and any other information in the proposal that is pertinent to the selection of the proposer.

## 1.9 INDEPENDENT PROJECT COST DETERMINATION AND GRATUITIES

By submission of his/her offer the contractor certifies that in connection with his/her procurement:

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

The prices quoted in this offer will not change for a period of time of one hundred twenty (120) days after the receipt date at the Purchasing Department of this offer.

Unless otherwise required by law, the fees that have been quoted in this offer have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to the 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 shall benefit financially or materially from this contract.

#### 1.10 PRIME PROPOSER RESPONSIBILITY

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

#### 1.11 KEY PERSONNEL

The personnel and commitments identified on any proposer's proposal will be considered essential to 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 Golf Commission 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. No deviation will be made by the proposer without the prior written consent of the Golf Commission.

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

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 40 days, provide permanent replacement.

#### 1.12 AVAILABILITY OF FUNDS

#### 1.13 PAYMENT

#### 1.14 PENALTY FOR LATE DELIVERY

1.12, 1.13 AND 1.14 Not Applicable.

#### 1.15 TERMINATION FOR DEFAULT OR FOR THE CONVENIENCE OF THE CONTRACTING AGENCY

Performance under any contract resulting from the RFP may be terminated by the City of Stamford whenever: The proposer, in the sole opinion of the City, is in default in the performance of the contract and shall fail to correct such default within the period specified by the contracting officer in a notice specifying default; or the contracting office shall determine that termination is in the best interest of the City of Stamford.

Termination will be effected by delivery to the proposer of a notice to terminate, stating the date upon which the termination becomes effective. Upon receipt of the notice to terminate, the proposer shall:

- Stop all work;
- Assign to the City of Stamford all rights, title and interest of the golf cart operation;
- Deliver forthwith to the City of Stamford all completed paper work and work in progress;
- Preserve and protect, until delivery to the City of Stamford, all material, plans, and documents related to this contract which, if the contract had been completed, would have been furnished to the City of Stamford or necessary to the completion of the obligation to the City of Stamford.

#### 1.16 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. Not 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 by the City, shall prevail and take precedence.

#### 1.17 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 copied or removed by any employee of the proposer without written permission of the City of Stamford.

#### 1.18 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.

#### 1.19 CONTRACT AGREEMENT

The selected proposer will be required to agree to and sign a formal written contract agreement between the City of Stamford and the proposer, prepared by the Law Department of the City of Stamford.

#### 1.20 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.

## 1.21 BOND REQUIREMENTS

The proposer shall furnish, at its own expense, to the City of Stamford, within fourteen (14) days of the issuance of a letter of intent to award, a performance bond acceptable to the City of Stamford, in an amount to be determined for the faithful performance of this contract. The bond shall be in a form satisfactory to the City of Stamford and written by Surety Company of companies approved by the City of Stamford and licensed to do business in the State of Connecticut. If the City of Stamford deems it necessary, the proposer must furnish the City of Stamford with Certificates of Authority from the State of Connecticut, Division of Insurance, indicating that the aforementioned surety company or companies are licensed to do business in the State of Connecticut. Said bond must also be approved by the Risk Manager of the City of Stamford.

## 1.22 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.

## 1.23 INDEMNIFICATION

The Contractor agrees to hold harmless the City, its officials, employees, and agents, from any and all liability, negligent or otherwise, including but not limited to, personal injury, theft, vandalism, destruction, mischief to the premises or any personal property of the Contractor, during the term of the agreement. Furthermore, the Contractor agrees to indemnify the City, its officials, employees and agents from any and all lawsuits, judgments, or claims against them arising from any matter relating to the requested services during the period of this agreement. Furthermore, the Contractor expressly assumes all liability for any and all damage, loss, repair to its personal property or equipment.

# 2 PROJECT SCOPE

## 2.0 PROJECT STATEMENT

The City of Stamford is seeking a firm to provide golf course management and golf cart rental service in conjunction with the operation of the E. Gaynor Brennan Municipal Golf Course which operates as a public golf course that is open to residents and non-residents within the City of Stamford, Connecticut.

### 2.0 (a) Site Location

The project site is:

E. Gaynor Brennan Municipal Golf Course, 451 Stillwater Road, Stamford, CT 06902

## 2.1 PROJECT BACKGROUND

Preliminary requirements are based on the projected needs of the E. Gaynor Brennan Golf Course, which operates under the City of Stamford. Brennan Golf Course is a public golf course which is open to both residents and non-residents. The course is an 18 hole, 5,840 yd. Golf course complimented by a putting green and family-style restaurant. The golf course is open all year and closes only if rain and/or snow prohibit a suitable playing surface. Over the last four (4) years Brennan golf course has average 35,793 rounds. Greater detail of the play is available

from the Manager of the golf course. *Over the last four (4) years, 9 hole golf cart usage has averaged approximately 3,033 rounds and 18 hole golf cart usage has average approximately 11,185 rounds.* There is ample storage available for 68 motorized golf carts and a Pro Shop measuring approximately 950-1,000 sq. ft. is available. Any other details can be obtained or seen by contacting the golf course Manager.

## 2.2 PROJECT SCOPE

The selected firm/individual will meet with the City and other representatives to conceptualize the goals with regard to the project/operation.

### **E. GAYNOR BRENNAN GOLF COURSE GOLF SHOP AND CART RENTAL CONCESSION**

#### SPECIAL CONDITIONS AND SPECIFICATIONS

1. **GENERAL STATEMENT.** These conditions offer the concession at the city owned facility at the E. Gaynor Brennan Golf Course for the operation of a Golf Shop, manage golfer check in and the supply, for rental, to golfers, of Golf Carts – both motorized and hand pulled.
2. **DURATION OF AGREEMENT.** A Base Agreement: The Base Agreement between the City and the Concessionaire shall be for the (5) five year period of January 1, 2019 – December 31, 2023, inclusive. Upon written request to the Golf Commission, the existing vendor may apply for a five (5) year extension. Any new extension will automatically reflect the concessionaire's guarantee of a BRAND NEW fleet of golf carts.
3. **UTILITY CHARGES.** Electric charges in connection with operation of the Concession of the cart barn are the sole responsibility of the Concessionaire. Said Concessionaire shall also install and be responsible for all payment for telephone service in conjunction with this project. The City shall be neither responsible nor liable for any losses of any kind, including but not limited to sales, as a result of any damage due to interruption of electricity or other utility services.
4. **GASOLINE/FUELS.** The Concessionaire is solely responsible for the cost of all Gasoline, fuels lubricants, etc. used for the operation of Golf Carts. Such Gasoline, fuels, lubricants etc. may be drawn/purchase from the facilities/inventories of the E. Gaynor Brennan Golf Course on a reimbursement basis, in accordance with Policy, Procedure, and Pricing established by the EGB Golf Board and the Golf Course Manager.
5. **MAINTENANCE AND UPKEEP.** The Concessionaire shall maintain and keep **ALL** Golf Carts in **GOOD** operating condition for use at all times. The Concessionaire is solely responsible for the costs of such maintenance and shall maintain a Maintenance Contract for the **ENTIRE FLEET** of Golf Carts required under this project.
6. **GARBAGE. RUBBISH & DEBRIS.** The Concessionaire shall be responsible for the removal of all garbage, rubbish and debris resulting from its operation and it is hereby stated that the City will supply NO custodial services of any of the areas utilized by the concessionaire.
7. **VIOLATIONS OF STANDARDS.** Serious or repeated violations of terms and conditions of this bid shall be cause for termination of the Concession by the City/Board.
8. **HOURS OF OPERATION.** The Concessionaire shall open for check in and have carts ready for rental thirty (30) minutes prior to the first tee time and stay open until the last tee time of the day whenever the golf course is open as determined by the Golf Course Superintendent, his designee or the Golf Commission.

9. **SIGNS AND ALTERATIONS.** No advertising or other signs or posters are to be displayed without the prior approval of the City/Board. No additional structures shall be erected without the express written permission of the City/Board.
10. **QUALIFICATIONS OF SOURCES OF PROPOSALS.** The minimum qualification for a bidder shall be three (3) years experience in golf related activities. **Bidder must be a Class A member, in good standing, of the PGA or the LPGA.**

Each **PROPOSAL** submitted shall have a written statement delineating such experience, including, but not limited to places of employment or ownership, dates of same and description of the facility named and employment therein. The City shall have the right to verify the veracity of such statement. Further, any misrepresentation of any substance on this document shall be cause for rejection.

While the greatest basis for award of this proposal will be based on the highest cart revenue retained by the City of Stamford, it should be noted that in the event of equal proposals, proposer qualifications could be an important and a potentially deciding factor.

11. **STAMFORD CITY CHARTER PROVISIONS.** All bids are subject to the Stamford City Charter, the Purchasing Manager reserves the right to reject any and/or all proposals.
12. **LAWS, ORDINANCES, RULES AND REGULATIONS.** The Concessionaire and its employees and agents shall observe all laws, rules, orders, ordinance and regulations – whether it be Federal, State and local. Further, the Concessionaire shall adhere to all rules and orders as promulgated by the City/Board and shall, at all times, make the Concession available for inspection as directed by the Board, the City or its agencies.

***DELIBERATE OR DELIBERATE REPEATED VIOLATIONS OF THE ABOVE SHALL BE CAUSE FOR THE LOSS OF THE CONCESSION***

13. **SUBLETTING, ASSIGNMENT.** This Concession SHALL NOT be sublet or assigned without the express written consent of the City and Golf Commission.
14. **DAMAGE BY FIRE OR CATASTROPHE.** In case of the destruction of the Concession by fire, explosion or similar catastrophic causes, the stipulated Concession payment shall be adjusted on the basis of the ability to operate same. “Destruction” shall be the condition which makes it impossible to operate the concession even on limited or partial scale. Such condition shall be established by the appropriate City agency.
15. **INSURANCE.** Refer to General Conditions.
16. **DUTIES AND RESPONSIBILITIES**

The Contractor is responsible to ensure that the general operations and fiscal management of the E G Brennan Golf Course are conducted within the framework established from time to time by the E. Gaynor Brennan Golf Commission. The Contractor’s duties and responsibilities include but are not limited to providing management oversight and trained staff for the following:

**Staff**

The Contractor shall employ one Head Golf Professional, at least one Assistant Golf Professional and such other personnel as shall be reasonably required to effectively perform the duties and responsibilities as agreed upon. An Assistant Golf Professional shall be defined as “a qualified Golf professional or one who has filed notice to become a professional golfer and is pursuing a career to become a professional golfer according to standards and requirements established by the PGA or LPGA”.

The Contractor shall pay said personnel and shall be responsible for all social security, unemployment compensation and other taxes, both Federal and State, which may be required in connection therewith.

### **Daily Financial Operations**

The Contractor is responsible for the daily fee cashiering operation including staffing, training, management oversight and reporting on all daily transactions including but not limited to:

- a. Ensuring procedures are in place in order to ensure that all appropriate fees are processed, charged and collected. Processing all golf cart rental agreements in accordance with Commission guidelines and the collection of rental fees.
- b. Collecting proceeds and accounting for all green's fees.
- c. Collecting and accounting for all other monies due the City for activities relating to daily golf play, including Stamford resident and nonresident ID card processing, gift cards and locker rentals.
- d. Daily reconciliation of all financial transactions.
- e. Depositing daily, all fees collected pursuant to the written instructions of the City of Stamford and the Golf Commission.
- f. Operating and maintaining the golf reservation system under the rules established by the Golf Commission.

### **Golf Carts**

- a. Contractor shall furnish all golf carts necessary for the operation of the golf course and shall assume the total expense of all rental carts;
- b. The Contractor and its staff are to insure that golf cart users are advised of the regulations of operation of said carts, and shall take action to correct any know violations of said regulations brought to its attention;
- c. The Contractor or its staff shall ensure carts, (whether gas or electric), are always ready for play, including all daily maintenance per manufacturer's specifications, tires properly inflated, carts cleaned and washed as needed or at least weekly, inspected before and after each rental for damage and rotated properly to insure even wear across the fleet. Needed maintenance is to be scheduled in a timely manner with supplier and all other tasks necessary to keep carts in a safe operating condition; and
- d. The Contractor shall ensure cart rentals are available from the start of daily play until the time established by the Golf Commission for the last cart rental of the day and Contractor will secure all carts and the clubhouse at the end of the day's operation per procedures set forth by the golf commission.

### **Play Control**

- a. Starters and Rangers are paid by the City, per schedules for hourly rates and maximum hours as set forth in the annual budget for the golf course. The Contractor

shall hire, schedule and provide training and supervision for Starters and Rangers with regards to first tee operations and control of play on the course, according to the budget; and

- b. The Contractor shall establish procedures for tracking daily pace of play, review, analyze and report status to the Commission monthly, and recommend controls, innovations and procedures for improvement.

### **Promotion of Golf**

The Contractor's duties and responsibilities with respect to promotion of golf shall include but not be limited to:

- a. Promoting, organizing and directing golf tournaments for the Clubs and outside organizations in accordance with the guidelines and instructions set forth by the Golf Commission;
- b. Promoting a "user friendly", professional and positive environment.

### **Pro Shop**

The Contractor shall have the exclusive right and financial benefit to operate the golf pro shop.

- (a) It shall be the Contractor's responsibility to equip, staff, supply merchandise and maintain said golf shop.
- (b) The Contractor shall have the exclusive right and financial benefit to maintain and operate a golf club repair at said facility.
- (c) The Contractor shall have the exclusive right and financial benefit to provide for the rental of pull carts and golf clubs at a reasonable charge.
- (d) The Contractor shall have the exclusive right and financial benefit to provide golf instructions for a fee. Use of the lesson area near the 6<sup>th</sup> hole requires the use of limited flight balls.
- (e) The Contractor has the exclusive right to salvage and recover all lost golf balls from the ponds and waterways throughout the complex.

### **Golf Privileges**

It is imperative that the Contractor have a golfer's perspective of the facility. Therefore, the Head Professional and the Assistant Professional will have the right and privilege of using the golf course and a golf cart free of charge.

- 17. COMPENSATION. For purposes of award, this proposal shall be awarded to that responsible proposer who proposes the lowest percentage return of golf cart revenues from the City, submits a list of qualifications and agree to ALL of the Special Conditions and Specifications.**

- a) The Concessionaire shall receive a \$1.50 fixed fee for each round of golf played.
- b) The Concessionaire shall receive their percentage of the golf cart revenues that they bid.
- c) The method of payment for this Concession from the City will be twice a month.



18. SURETY. Each proposal is to be accompanied by a Certified, Cashier's, Treasurers' Check or Postal Money Order of Bid Bond acceptable to the City payable to the City of Stamford, in the amount of Five-Thousand Dollars (\$5,000). The successful proposer shall be obliged to replace the Bid Security with Performance Security, acceptable to the City of Stamford, in the amount of Twenty Five Thousand Dollars (\$25,000).
19. AWARD.
- a) The board shall have the right, prior to award, to conduct interviews with all sources of proposals. The nature such interviews shall be to determine the financial stability, credit worthiness, and capitalization and cash flow capabilities of the bidder to carry out the obligations of the bid as well as the qualitative experience of the sources in the areas listed herein. Financial Statements, Credit Reports, and/or appropriate data may at the discretion of the City, be requested as means of determining the financial capability of the bidder to carry out the obligations of the proposer.
  - b) The award of this proposal shall be made by the Purchasing Manager, as per the City Charter.
  - c) The successful proposer, upon his/her/its refusal or inability to execute and deliver the contract and other requested documents as mentioned in this proposal, within THIRTY DAYS after he or she has received notice of acceptance, shall forfeit, as liquidated damages, the aforementioned security.
  - d) In the event of a tie proposal, the method of award shall be in accordance with City of Stamford Purchasing Procedures and conditions found elsewhere in this RFP.
  - e) The date for Execution of Agreement shall be the date set by the Purchasing Manager at the time of issuance of Notification of Conditional Award.
  - f) The successful bidder shall comply with all ordinances attached hereto.
20. GOLF SHOP
- a) No additional structure shall be erected nor shall any alterations or additional equipment be made or installed without the express written permission of the Board and /or the City.
  - b) The Concessionaire shall keep all shop windows clean and shall maintain the shop, cart barn and immediate frontal areas thereof in a clean and orderly condition.
  - c) There shall be NO vending machines allowed on any premises of the concession.
  - d) The Concessionaire shall be responsible for the actions and conduct of his/her/its employees.

***THE CITY AGREES TO THE FOLLOWING OBLIGATIONS AND DUTIES:***

To provide heat, air conditioning and electricity for the Golf Shop.  
To provide Burglar Alarm service.  
To provide a water supply.  
To provide storage for the required Golf Carts.

21. GOLF CARTS. The Concessionaire shall supply new golf carts as follows:
- a) MAKE AND MODEL: (To be approved by the Golf Commission)  
Brand names will be limited to:
    - 1) CLUB CAR
    - 2) EZ-GO
    - 3) YAMAHA

- b) QUANTITY: Sixty eight (68) New carts (3 for use of Ranger/Golf Course personal) shall be supplied for rental purposes.
- c) ALL of the carts will be equipped with the following
  - 1. Canopies
  - 2. Windshields
  - 3. Raincovers
  - 4. Seed / soil bottles.

CART RENTAL RATES – Must accept all forms of payment to include: Visa and Mastercard.

We anticipate, beginning the 2019 season, that the cart rental rates will be as follows; \$17.00 per person for eighteen holes and \$12.00 per person for nine holes. Single rider carts will be made available. Inclusive of Tax.

Note: The above rates are established as the prevailing rates for this proposal and may be adjusted by the Concessionaire ONLY with the express approval of the Golf Commission.

## 22. MISCELLANEOUS:

- a) The Concessionaire shall be available for any meeting of the Golf Commission provided reasonable prior notice is given.
- b) Any/all complaints or requests by the Concessionaire shall be made in writing to the Golf Course Superintendent with a copy to the Golf Commission.
- c) The City shall not be responsible for the theft, vandalism, destruction, or damage to the Concessionaire's equipment and the Concessionaire assumes full responsibility for his/her/its equipment and any damage or loss thereto and agrees to hold harmless the City, its agents, employees and representatives from any claims arising from its operation of the Golf Cart Rentals.
- d) The Concessionaire is SOLELY LIABLE for the payment of all Sales Taxes.
- e) TOURNAMENTS – In the event of any tournament wherein the need for additional carts is anticipated, the Concessionaire shall supply the extra carts needed.

## ATTENTION ALL PROSPECTIVE SOURCES OF PROPOSALS:

*You are urged to contact Mr. Michael Sullivan, Course Superintendent, (203-977-5694) for an appointment to examine the course, shop and operations.*

### 2.3 DESIGN DEVELOPMENT PHASES

Not applicable.

### 2.4 PROJECT CONSTRUCTION DOCUMENTS AND BIDDING

Not applicable.

### 2.5 CONSULTATION DURING CONSTRUCTION

Not applicable.

### 2.6 PROGRAM SCHEDULE AND BUDGET

#### 2.6(a) Schedule

Not applicable

#### 2.6(b) Budget

Not applicable

Note: 2.6, 2.6(a) and 2.6 (b) are not applicable.

### 3.0 PROPOSAL INSTRUCTIONS

The contractor shall follow the guidelines given below to allow for the efficient evaluation and selection process.

### 3.1 CONTENT AND FORMAT – GENERAL

Proposal is to be submitted in three (3) parts:

- A. Letter of transmittal.
- B. Proposal response which includes the work plan.
- C. Financial supplement containing the proposed % of GROSS CART RENTALS RETAINED BY THE CITY OF STAMFORD AND QUALIFICATIONS OF INDIVIDUAL(S) WHO PROPOSE:
  1. NUMBER OF COPIES OF THE PROPOSAL – **Eight (8) copies** of the three parts described above are to be submitted to the office contact specified in Section 1.7. The proposals must be bound in such a manner that any updates can be incorporated into the original proposal without much difficulty. The name of the contractor must appear on the outside front cover of each copy of the proposal
  2. PAGE NUMBERING – Each page of the proposal must be numbered consecutively from the beginning of the proposals through all appended material.
  3. UPDATED PROPOSALS – In case there is a need to update the proposal of the selected contractor, the contractor will accomplish the need by providing the updated pages submitted for all copies. All new or corrected pages must show the date of revision and indicate the portion of the page which has been changed by drawing vertical lines down both margins of all affected pages.
  4. UNSOLICITED CHANGES – The City of Stamford reserves the right to reject any unsolicited modifications or additions received between the date of submission and proposal selection, including the substitution of subcontractors or of staff.

### 3.2 CONTENT AND FORMAT – LETTER OF TRANSMITTAL

The letter of transmittal must specify the following:

- A. The corporation's name and address of the prime contractors.
- B. Name, title and telephone number of the individual within the corporation who is authorized to commit the company to this contract.
- C. The name, title, email address and telephone number of the individual whom the City of Stamford should contact regarding questions, and clarifications.
- D. The corporation name and address of all proposed subcontractors or partners.
- E. The time for validity of the offer must be one hundred twenty (120) days from the due date of the proposal. Proposer shall also provide a statement specifying the following qualifications.
- F. Copy of membership documents to include years of service with either the PGA or LPGA.

### 3.3 CONTENT AND FORMAT – PROPOSAL RESPONSE FORMAT SUMMARY

The summary should include significant features of proposal including the proposer's experience, and project team. It must include all background information related to the proposer's understanding of the requirements and

procedures adopted by the City for successful completion of this project. Proposers are NOT required to RESUBMIT copies of Forms 254 and 255.

#### PROJECT SCOPE

The proposer shall address all items detailed in Section 2.0 through Section 2.6.

#### PROJECT MANAGEMENT PLAN

The project management plan shall include sufficiently detailed information to identify the proposer's organization, responsibilities and internal reporting requirements. Where subcontractors are to be used, the specific tasks and control elements on subcontractor's performance must be specified. Finally, the project management plan must show the relationship between this project and other corporate commitments, the provision for backup personnel and the total corporate resources potentially available to this project.

#### PROJECT STAFF

A detailed resume must be included for each individual to whom the proposer plans to assign or commit to the project. Where individual resumes for backup or non-assigned personnel are included, they must be clearly marked as "SECONDARY RESOURCES". For each individual whom the proposer plans to assign to the project, the proposer must designate the individual's status such as full time regular employee, part time regular employee, consultant, etc. and must specify the number of years that the individual has been employed by the proposer.

#### CORPORATE EXPERIENCE AND CAPABILITIES

The proposer must provide information regarding the following items related to past performance:

- History of contract performance.
- History of labor relations.
- Reliability of services.
- Public interaction.

In the event that subcontractors or partners are proposed, this information should be included for each.

#### CORPORATE FINANCIAL CAPABILITIES

The proposer should include an annual report for the previous year. In addition, if proposer plans to have the revenues from this contract assigned to any bank or other institution, the reason for such assignment must be specified and the assignee designated.

#### APPENDICES

The proposer may provide any additional information which is deemed to be useful to the City of Stamford in evaluating the proposal in Appendices. Generally, this may include examples of prior work products, methods, and references.

### 3.4 CONTENT AND FORMAT – FINANCIAL SUPPLEMENT FORMAT

The proposer must submit a financial supplement, as part of the submission. It must contain the proposer's detailed cost of implementing the project. The estimated hours and other costs must be available to show clearly the resources that would be committed to each phase of the project. The estimated costs and fees included in the price proposal must also include a certification confirming that the estimated costs and fees will remain firm through the project. The selected proposer may be required to provide detail information used to determine the overall fee as a condition of award. The financial supplement shall be on the form provided and placed in a sealed envelope to be delivered at the interview.

### 4.0 PROPOSAL EVALUATION

#### 4.1 EVALUATION METHODOLOGY

Proposals submitted in response to this RFP will be evaluated by the evaluation committee. This committee will be comprised of personnel from the City of Stamford and Golf Commission. Evaluation will be a three step process.

- A. First, proposals will be evaluated based upon the criteria shown in Section 4.2. Each proposal will be assigned a numeric score in this evaluation.
- B. Second, oral presentations should be used in order to clarify any issue and to provide additional insights into the proposal.
- C. Third, the financial supplement of the proposal will then be evaluated.

#### 4.2 PROPOSAL EVALUATION

The City of Stamford will evaluate the written proposals on the following basis:

##### 4.2(a) CORPORATE EXPERIENCE AND CAPACITY

Corporate experience will be evaluated based upon project experience and overall corporate capacity. Project experience will be evaluated based upon the quality and implementation of similar work. Corporate Capacity (Level of Effort) and corporate resources will be evaluated based on the total resources assigned or committed to the project.

##### 4.2(b) COMMITTED STAFF AND PROJECT ORGANIZATION

Project staff will be evaluated based upon related project experience and assignment, and proposed project organization and management plan.

Related Project Experience:

The project staff will be evaluated based upon experience with credit given to design, management analysis, programming, and implementation.

Project management Plan and Organization:

Proposed organization will be evaluated based upon relevancy to work assignments, clarity of responsibilities and qualifications of managerial personnel.

##### 4.2(c) UNDERSTANDING OF WORK TO BE PERFORMED

The proposer's understanding of the work required to successfully complete the project will be evaluated based upon the proposer's approach to the Project Scope including example reports, documentation previously prepared and other deliverables from previous projects related to

describing how the project will be performed and the end product which the City of Stamford can expect.

#### 4.2(d) FINANCIAL TERMS

Percentage of golf cart revenue to be retained by the City of Stamford.

**PERCENTAGE PROPOSAL FOR THE GOLF SHOP AND CART RENTAL FOR  
E. GAYNOR BRENNAN MUNICIPAL GOLF COURSE**

PROPOSED PERCENTAGE OF GOLF CART REVENUE TO BE RETAINED BY THE CITY  
OF STAMFORD.

WRITTEN % \_\_\_\_\_

NUMERICAL % \_\_\_\_\_

NOTE: IN THE EVENT OF A DISCREPANCY BETWEEN THE NUMERICAL AND  
WRITTEN BID PRICES. THE WRITTEN PRICE SHALL PREVAIL.

PROPOSER'S NAME \_\_\_\_\_

PROPOSER'S ADDRESS \_\_\_\_\_

PROPOSER'S TELEPHONE NUMBER \_\_\_\_\_

PROPOSER'S EMAIL ADDRESS \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

BELOW LIST EXPERIENCES AND QUALIFICATIONS AS OUTLINED IN THIS RFP.  
USE OTHER SIDE IF NECESSARY.

**CITY OF STAMFORD**  
**INSURANCE REQUIREMENTS**  
**Golf Course Management and Cart Rental Services**

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

1. Standard workers' compensation, which complies with all Connecticut workers' compensation statutes and regulations.
2. Employer's liability insurance, which contains limits of liability of not less than \$100,000 each accident, \$100,000 disease policy limit and \$100,000 disease – each employee.
3. Commercial general liability insurance, with a minimum limit of liability of \$1,000,000 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) Broad form property damage coverage;
  - (d) City of Stamford and its employees, agents and officers designated as additional insureds;
  - (e) Policy shall be underwritten on an occurrence basis.
4. Commercial automobile liability insurance, which contains minimum limits of liability of \$1,000,000 per accident, and contains, at a minimum, the following coverage provisions:
  - (a) Coverage for all owned, non-owned and hired vehicles;
  - (b) City of Stamford and its employees, agents and officers designated as additional insureds.
5. All risk property insurance, which covers the Vendor's equipment, materials and supplies used in conjunction with the services provided under the Contract. This insurance shall provide coverage on a full replacement cost basis.
6. If any insurance is underwritten on a claims made, as opposed to an occurrence basis, the retroactive date in the policy shall be the earlier of the effective date of the Agreement between the Vendor and the City of Stamford or the date the Vendor commences its services for the City. The policy shall also contain an extended reporting date of not less than three years following termination of the Agreement between the Vendor and the City of Stamford or conclusion of the services rendered by the successful Vendor, whichever is later.
7. All insurance required hereunder shall contain waivers of subrogation in favor of the City of Stamford and its employees, agents and officers. The Vendor shall waive any right of



claim, loss or damage against the City of Stamford and its employees, agents and officers.

8. All insurance policies required under this Agreement shall contain thirty (30) days prior written notice to the City of Stamford's Risk Manager in the event of cancellation, termination or material change to any policy terms or conditions required hereunder.
9. The insurance required hereunder shall in no way serve to limit or reduce the liability of the Vendor under this Agreement.
10. The Vendor shall provide the Risk Manager with certificates of insurance, which evidence the insurance required hereunder.

<b>ACORD.</b>		<b>CERTIFICATE OF INSURANCE</b>					
<b>PRODUCER</b> Full Name of Insurance Agency Street Address City, State Zip Code Telephone Number / Facsimile Number		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
		<b>COMPANIES AFFORDING COVERAGE</b>					
<b>INSURED</b> Name of Named Insured Street Address City, State Zip Code Telephone Number / Facsimile Number		<b>COMPANY A</b> Name of Insurance Company		<b>COMPANY B</b> Name of Insurance Company			
		<b>COMPANY C</b>					
<b>COVERAGES</b>							
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.							
CO LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
<b>A</b>	GENERAL LIABILITY (FOREIGN)		XXXXXXXXXX	XX/XX/XX	XX/XX/XX	GENERAL AGGREGATE <b>\$1,000,000</b>	
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG <b>\$1,000,000</b>	
	<input type="checkbox"/>	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY <b>\$1,000,000</b>	
	OWNER'S & CONT PROT					EACH OCCURRENCE <b>\$1,000,000</b>	
						FIRE DAMAGE (Any one fire) <b>\$50,000</b>	
						MED EXP (Any one person) <b>\$10,000</b>	
<b>A</b>	AUTOMOBILE LIABILITY		XXXXXXXXXXXX	XX/XX/XX	XX/XX/XX		
	<input checked="" type="checkbox"/>	ANY AUTO				COMBINED SINGLE LIMIT <b>\$1,000,000</b>	
	ALL OWNED AUTOS					BODILY INJURY (Per Person) \$	
	SCHEDULED AUTOS						
	HIRED AUTOS					BODILY INJURY (Per Accident) \$	
	NON-OWNED AUTOS						
						PROPERTY DAMAGE \$	
	GARAGE LIABILITY					AUTO ONLY - EACH ACCIDENT \$	
	ANY AUTO					OTHER THAN AUTO ONLY:	
						EACH ACCIDENT \$	
						AGGREGATE \$	
	EXCESS LIABILITY					EACH OCCURRENCE \$	
	UMBRELLA FORM					AGGREGATE \$	
	OTHER THAN UMBRELLA FORM						
<b>B</b>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		XXXXXXXXXXXX	XX/XX/XX	XX/XX/XX	<input checked="" type="checkbox"/>	STATUTORY LIMITS \$
	EMPLOYERS' LIABILITY					EACH ACCIDENT <b>\$100,000</b>	
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:					DISEASE - POLICY LIMIT <b>\$100,000</b>	
	<input type="checkbox"/>	INCL				DISEASE - EACH EMPLOYEE <b>\$100,000</b>	
	<input type="checkbox"/>	EXCL					
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:</b>							
<i>City of Stamford and its employees, agents, and officers designated as additional insureds under the general and auto liability policies. All insurance maintained by Named insured are primary, not excess or concurrent to any insurance maintained by or on behalf of City of Stamford. Waivers of subrogation apply to the City of Stamford and its employees, agents and officers.</i>							
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>			
Risk Manager City of Stamford 888 Washington Boulevard Stamford, CT 06904				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, INSURANCE COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			

MAYOR  
DAVID R. MARTIN



PURCHASING MANAGER  
ERIK J. LARSON  
Phone: (203) 977-4107  
Email: elarson@stamfordct.gov

**CITY OF STAMFORD**  
**OFFICE OF ADMINISTRATION**  
888 WASHINGTON BOULEVARD  
P.O. BOX 10152  
STAMFORD, CONNECTICUT 06904-2152

**ADDENDUM NO. 1**  
**(October 2, 2018)**

**Request for Proposals No. 752**

**Golf Course Management and Golf Cart Rental Services for the E. Gaynor Brennan Municipal  
Golf Course**

Addendum No. 1 is being issued to all potential bidders to provide the items and attachments set forth herein which shall act to qualify, clarify, or otherwise modify the Contract Documents previously issued regarding the above referenced project. These items, whether of omission, addition, substitution, or clarification, shall be incorporated into the proposals submitted by all bidders, and receipt of this document and its attachments must be acknowledged, either in the space provided on the Bid Form or on the Contractor's Form of Proposal. Failure to do so may subject the Bidder to disqualification.

The following information regarding the number of golf cart rounds for the last four years and the allocation for Course Rangers is provided.

All other terms and conditions of **RFP No. 752** remain the same.

Erik J. Larson  
Purchasing Agent

Cc: Michael Sullivan, Golf Course Superintendent  
Purchasing Department File

September 26, 2018

Request for Proposal # 752

Golf Course management and Golf Cart Rental Services

Walk-through; September 26, 2018 10 am

Questions

1. Golf cart Rounds for the last four years

**E. Gaynor Brennan Municipal Golf Course; Stamford CT**

**Four year Cart Sales History**

Fiscal Year	9 Hole Single	9 Hole Double	18 Hole Single	18 Hole Double	TOTAL
2016-17	1157	1917	3706	7035	13814
2015-16	1177	2180	3760	8181	15299
2014-15	967	2090	2762	8306	14125
2013-14	857	1785	2923	8067	13632

2. What is the allocation for Couse Rangers
  - a. The Hours and wages vary for each budgeted Ranger due to length of service. However, for Fiscal Year 2017/18, ending June 30, 2018, Ranger were budgeted as follows;  
8 Ranger/ Player Assistants at an average of \$14.00/ hour for 20 hours/ week, for a 30 week season \$54,749.
  - b. Fiscal year 2018/19, beginning July 1, 2019, will not be submitted until December and will not be finalized until May of 2019.

MAYOR  
DAVID R. MARTIN



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PURCHASING MANAGER  
ERIK J. LARSON

Phone: (203) 977-4107  
Email: elarson@stamfordct.gov

**ADDENDUM NO. 2**  
**(October 4, 2018)**

**Request for Proposals No. 752**

**Golf Course Management and Golf Cart Rental Services for the E. Gaynor Brennan Municipal  
Golf Course**

Addendum No. 2 is being issued to all potential bidders to provide the items and attachments set forth herein which shall act to qualify, clarify, or otherwise modify the Contract Documents previously issued regarding the above referenced project. These items, whether of omission, addition, substitution, or clarification, shall be incorporated into the proposals submitted by all bidders, and receipt of this document and its attachments must be acknowledged, either in the space provided on the Bid Form or on the Contractor's Form of Proposal. Failure to do so may subject the Bidder to disqualification.

Section 3.4 Content and Format – Financial Supplement Format – does not apply.

All other terms and conditions of **RFP No. 752** remain the same.

Erik J. Larson  
Purchasing Agent

Cc: Michael Sullivan, Golf Course Superintendent  
Purchasing Department File

**EXHIBIT 6 - B**

**SEE PART 2**