



**CITY OF STAMFORD**  
**PURCHASING DEPARTMENT**

Request for Proposal No.	814
Title	Entry Level and Promotional Police and Fire Examinations
Date Issued	November 12, 2020
Issued on behalf of	Human Resources Department
Proposals Due	December 10, 2020 @ 4:00 P.M.
Submit Responses	Online via ProcureWare at <a href="https://stamfordct.procureware.com">https://stamfordct.procureware.com</a>
Name saved file as	<i>Proposer Name</i> Response to Stamford RFP No. XXX
Deadline for questions	10 working days before the due date
Contact for Technical Questions/Project Manager	Vanesa Francis, Human Resources Generalist, (203) 977-4733, <a href="mailto:vfrancis@stamfordct.gov">vfrancis@stamfordct.gov</a>
Contact for Purchasing Questions	Erik J. Larson, Purchasing Agent <a href="mailto:elarson@stamfordct.gov">elarson@stamfordct.gov</a>
Pre-Proposal Meeting	N/A
Mandatory	

**Introduction**

The City of Stamford, Connecticut is requesting proposals from qualified firms to provide and administer examinations for one or more entry level and promotional Police and Fire positions. The City is interested in exams that comply with professional and legal standards and that will enable the promotion of a highly qualified, diverse workforce. To that end, the City will consider proposals involving innovative or “alternative” selection procedures. The City invites proposals from organizations that have had experience in providing and administering entry level and promotional Police and Fire examinations for municipalities and/or state agencies and that have the staff capacity and expertise to do so for the City of Stamford. The full scope of work is described in the scope/specifications appended hereto.

## **INTERNET USAGE ACKNOWLEDGEMENT**

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

1. The City cannot guarantee that the equipment involved in this technology will be available to provide information or receive transmittals. **IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU HAVE CURRENT INFORMATION AND THAT QUOTATIONS ARE RECEIVED AT THE DESIGNATED LOCATION, COMPLETE AND ON TIME.**
2. The City is not responsible for the confidentiality of information transmitted over the Internet.
3. The City makes no guarantee as to the completeness or accuracy of downloaded "Request for Bid", "Request for Proposal" or "Request for Qualification."

## **RFQ/RFP SUBMISSION REQUIREMENTS**

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

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

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

- Contractor's Statement
- Non-Collusion Affidavit
- City of Stamford State of Connecticut Contractor Verification (in accordance with Public Act 16-67) Compliance Affidavit (**For all school projects**)
- A Certificate of Corporate Resolution signed by the Secretary of your firm, authorizing you to execute a contract.

Or

- A Certification as to Contract Signatory for Limited Liability Companies (LLCs) signed by the Secretary of your firm, authorizing you to execute a contract.
- Proposer's Information and Acknowledgement Form
- Department of the Treasury Internal Revenue Service Form W-9
- Commission on Human Rights and Opportunities Contract Compliance Regulations Notification to Bidders Form

[http://www.ct.gov/chro/lib/chro/Notification to Bidders.pdf](http://www.ct.gov/chro/lib/chro/Notification_to_Bidders.pdf)

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

## **Issuing Office**

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

## **Inquiries**

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

## **Incurring Cost**

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

## **Rejection/Acceptance of Proposals**

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

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

## **Addenda to RFP**

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

## **Submission of Proposals**

Each proposer must submit their proposal via ProcureWare by the date and time stated on the cover sheet. Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned to the proposer. Neither faxed nor emailed RFP responses will be accepted as qualified RFP submission.

## **Proprietary Information**

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

## **Key Personnel**

Vendors must clearly explain and identify, in detail, the services they provide and identify their qualifications. Vendors must provide a resume indicating their experience.

## **Independent Project Cost Determination and Gratuities**

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

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

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

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

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

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

## **Prime Contractor Responsibility**

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

## **Availability of Funds**

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

## **Termination for Default or for the Convenience of the Contracting Agency**

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

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

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

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

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

### **Ambiguity in the Request for Proposal (RFP)**

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

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

### **Ownership Information**

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

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

### **Negotiated Changes**

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

### **Contract Agreement**

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

### **Insurance Requirements**

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

### **Competition Intended**

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

### **Tax Exempt**

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

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

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

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

The City of Stamford aggressively solicits the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials. "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: (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 and Contractor hereby waives any claims for consequential damages, including, but not limited to, principal office expense, loss of financing, reputation and/or lost profit.

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

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

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

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

- 1) Complete the work of this Agreement, or any part thereof, either by itself or by other consultants, at the expense of the Consultant;
- 2) Purchase the products or services that are the subject of this Agreement elsewhere and hold the Consultant responsible for any increase in cost;
- 3) Pursue any equitable remedy, including, but not limited to, specific performance or injunction; and/or
- 4) Disqualify the Consultant from bidding on, submitting proposals for, or being awarded any City contract for a period not to exceed two (2) years from the date of such termination;

- B. **TERMINATION FOR CONVENIENCE.** The City may terminate this Agreement at any time the City determines that the purposes of the distribution of monies under the Agreement would no longer be served by the services provided. The City shall effect such termination by giving written notice of termination to the Consultant and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

In that event, all finished or unfinished documents and other materials as described Subsection A shall, at the option of the City, become property of the City. If the Agreement is terminated by the City as provided herein, the Consultant shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of the Consultant pursuant to the terms of the Agreement, less payments of compensation previously made, and subject to the City's right of set off for any damages pursuant to the terms of the Agreement.

## **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 & VENUE.** This Agreement shall be governed by the laws of the State of Connecticut and the parties hereto hereby waive any choice of law provisions contained therein. 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.

**20. RIGHT TO WORK.** The Contractor recognizes that this Agreement does not grant the Contractor the exclusive right to perform the work for the City and that the City may enter into similar agreements with other Contractors for the same work at the City’s sole discretion.

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

Remainder of Page Intentionally Left Blank.

Signature Page Follows

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

CITY OF STAMFORD

\_\_\_\_\_  
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  
Risk Manager  
Date: \_\_\_\_\_

**Contractor's Statement**

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

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

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

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

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

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

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

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

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

Indicate if company submitting this proposal is: \_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ DBE

**Non-Collusion Affidavit**

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

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

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

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

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

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

**ACKNOWLEDGMENT**

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

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

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

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

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

EFFECTIVE: 2/24/09



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

**Compliance Affidavit**

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

been duly sworn, affirm and say that I have read, understand and am in compliance with Public Act 16-67 Concerning the Disclosure of Certain Education Personnel Records, Criminal Penalties for Threatening in Educational Settings and the Exclusion of a Minor's Name from Summary Process Complaints, and that neither I nor said Contractor, to the best 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: \_\_\_\_\_

CERTIFICATE OF CORPORATE RESOLUTION  
RFQ/RFP

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

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

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

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

\_\_\_\_\_  
SECRETARY

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

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

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

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

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

and

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

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

\_\_\_\_\_, 20\_\_\_\_\_.

(LLC Seal)

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

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

**PROPOSER'S INFORMATION AND ACKNOWLEDGEMENT FORM**

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

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

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

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

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

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

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

DUNS Number: \_\_\_\_\_ Tax Id. No.: \_\_\_\_\_

Indicate (Yes/No) if company submitting this proposal is:

\_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ DBE  
(If yes, attach relevant certification)

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

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

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

Addenda Acknowledgement – check and note date of addendum

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

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.					
	2 Business name/disregarded entity name, if different from above					
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):			
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____					
	<b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.					
	<input type="checkbox"/> Other (see instructions) ▶ _____					Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.				Requester's name and address (optional)		
6 City, state, and ZIP code						
7 List account number(s) here (optional)						

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
				-							

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

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

(Revised 09/3/15)

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

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

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

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

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INSTRUCTIONS AND OTHER INFORMATION

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

1) **Definition of Small Contractor**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PART 1 – Bidder Information**

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

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

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



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

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

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

**PART IV - Bidder Employment Information**

Date:

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

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

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification  (X)	3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source		
State Employment Service				Work Experience	
Private Employment Agencies				Ability to Speak or Write English	
Schools and Colleges				Written Tests	
Newspaper Advertisement				High School Diploma	
Walk Ins				College Degree	
Present Employees				Union Membership	
Labor Organizations				Personal Recommendation	
Minority/Community Organizations				Height or Weight	
Others (please identify)				Car Ownership	
				Arrest Record	
				Wage Garnishments	

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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**CITY OF STAMFORD**

**HUMAN RESOURCES DEPARTMENT**

**REQUEST FOR PROPOSALS**

**ENTRY LEVEL AND PROMOTIONAL  
POLICE AND FIRE EXAMINATIONS**

## **Scope of Services**

The City of Stamford is soliciting proposals for the purpose of obtaining the services of a qualified examination consultant to provide and administer examinations for the below-listed job classifications. Note that the exam components mentioned below reflect past practice. The City welcomes proposals that offer additional exam components or alternatives to the exam components listed below. The tentative examination administration dates and anticipated number of applicants or maximum number possible are listed next to each title, as well as the type of exam to be conducted.

The City is open to awarding one, several, or even all these examination projects to one vendor, or to more than one vendor. The agreement shall become effective immediately upon the execution of an agreement by all parties and shall remain in effect for three (3) years from the date of signing. The City, at its option, may extend the engagement annually for two (2) additional option years.

Because the City does not know the exact number of candidates, assume that the fewest number anticipated will be tested and provide a per candidate price to be used if the number of candidates exceeds the minimum.

- A. Police Officer (entry level) – written and oral exams in the next three years and possibly the next four and five years. On or about 2016 and 2018. Anticipate at least 500 candidates.
- B. Police Sergeant (promotional) – written and an assessment or oral component. On or about 2016 and possibly 2017. Anticipate at least 100 candidates taking the written and fewer than that continuing to the other component(s).
- C. Police Lieutenant (promotional) - written and an assessment or oral component. On or about 2015, 2016 and possibly 2017. Anticipate at least 40 candidates taking the written and possibly fewer than that continuing to the other component(s).
- D. Police Captain (promotional) - written and an assessment or oral component. On or about 2015 and 2016 and possibly 2017. Anticipate at least 10 candidates taking the exam.
- E. Firefighter (entry level) - written and oral exams in the next three years and possibly the next four and five years. On or about 2017 and 2019. Anticipate at least 500 candidates.
- F. Fire Lieutenant (promotional) – written and an assessment or oral component. On or about 2015 and 2017. Anticipate at least 50 candidates taking the written exam and possibly fewer than that continuing to the other component(s).
- G. Fire Captain (promotional) – written and an assessment or oral component. On or about 2015 and 2017. Anticipate at least 50 candidates taking the written exam and possibly fewer than that continuing to the other component(s).
- H. Deputy Fire Chief (promotional) – written and an assessment or oral component. On or about 2015 and 2017. Anticipate at least 20 candidates.
- I. Fire Marshal (promotional) - written and an assessment or oral component. On or about 2015 and 2017. Anticipate at least 6 candidates taking the written exam, assessment or oral component.

- J. Assistant Fire Marshal (promotional) – written and an assessment or oral component. On or about 2016. Anticipate at least 6 candidates taking the written exam, assessment or oral component.
- K. Deputy Fire Marshal (promotional) – written and an assessment or oral component. On or about 2016. Anticipate at least 15 candidates taking the written exam, assessment or oral component.

Specifically, the Consultant shall perform the following tasks:

Provide, administer, score and report results for the examinations and, as required for promotional exams, respond to appeals of exam questions.

The City will afford the Consultant the option of being present when candidates review their exams so that the Consultant can keep control over the secure test content, if so desired.

### **Consultant Responsibilities:**

Responsibilities of the selected Consultant(s) shall include, but not be limited to all relevant details as specified in the Scope of Services below. Upon entering a contract for services, the tasks enumerated under the Scope of Services below become part of the contract document.

### **Scope of Services – Enumerated Tasks:**

1. Consultant will review job analysis data in determining the comprehensive range of aptitudes, skills, abilities and other traits that will identify candidates best suited to perform successfully in the position. Consultant will then determine if further data collection is necessary and implement procedures for collection of said data. The consultant will be required to follow the most appropriate validation strategy from those set forth in the Uniform Guidelines and the Principles for Validation.
2. Consultant will provide exam development of any/all products or services recommended as components appropriate for use in the selection process. Consultant shall be guided by the results of the job analysis process in developing all products and services.
3. In the event that the most appropriate method of examination includes more than one test component, the Consultant shall recommend a) whether a minimum or critical point of competency should be set for each test component and, if so, recommend the minimum or critical point of competency for each such component; b) the appropriate sequence of said tests including whether or not any such tests should utilize a compensatory scoring model or a multi-hurdle approach, and c) the most appropriate weights that should be allocated to each test. Said recommendations will be based on the results of the job analysis.
4. Consultant shall develop and provide appropriate candidate preparation resources and materials relative to all testing components of the selection process.

5. Consultant will provide any and all materials, written or otherwise, associated with any and all products or services recommended as components appropriate for use in the selection process. This may include, but not necessarily be limited to, printing of any and all exam materials, including answer sheets, with all appropriate security provided preventing unauthorized persons from having access; exam administration of any and all recommended components, instructions to candidates, all necessary supplies, supervision, distribution and collections of all exam materials and appropriate number of test monitors/proctors. Any and all examination components will be conducted on date(s) and time(s) agreed upon by Human Resources and the Consultant. Human Resources will be responsible for securing all necessary test sites.
6. In the use of a proposed oral exam, Consultant will seek, secure and train assessors in conducting and scoring the exam. Diversity within the assessor group in terms of race, age, gender and ethnicity will be required. Consultant must also provide orientation/training of the assessors. In an effort to mitigate the chances of assessor-to-candidate familiarity, Consultant is expected to recruit and provide assessors search. Consultant will be responsible for providing travel and all other expenses for assessors and should budget this item in the bid/proposal accordingly.
7. Consultant will score and analyze any and all test components utilizing scoring methodologies appropriate to each component and which reduce subgroup differences of each component used. Consultant shall also include a demographic analysis and a review for adverse impact following the 80% Rule of the Federal Guidelines for each component utilized. When the results conclude from a small number of cases, Consultant shall use the most appropriate statistical procedure to analyze results for adverse impact. Consultant shall submit a Technical Validation Report (as specified below) and then all scoring results and accompanying analyses to the City's Director of Human Resources along with a certified statement attesting to the accuracy of all said results.
8. Within 45 days of completion of the work on any exam project, the Consultant shall provide a technical report addressing the validity of the examination process. The validation report shall summarize the work done in the exam project. This report should be designed to address the guidelines/standards/principles in the following documents: (1) Uniform Guidelines on Employee Selection Procedures, (2) Standards for Educational and Psychological Testing (2014 edition), and (3) the Principles for the Validation and Use of Personnel Selection Procedures.

Said report must include, but is not limited to, the items listed below.

- a. Complete narratives of all work including a report on the job analysis and an explanation of the validity methodology used.
- b. A list of any and all subject matter experts, assessors and proctors used if used in any phase of the process.
- c. A summary of all scoring and rationale for the scoring models used in all components of the examination process, including all recommended cut points supporting minimum or critical points of competency.
- d. Adverse impact analyses in accordance with the Federal Uniform Guidelines, and through tests of significance.

- e. Any other information detailing the steps taken in the exam development, exam administration and exam scoring process to meet the requirements of the: (1) Uniform Guidelines on Employee Selection Procedures, (2) Standards for Educational and Psychological Testing (2014 edition), and (3) the Principles for the Validation and Use of Personnel Selection Procedures.
9. Based on method proposed by Consultant for an examination review process, Consultant shall provide whatever materials are necessary for the City to conduct a review at the conclusion of the examination process.
  10. Consultant must be prepared to defend all rendered test services and products in the event of a legal challenge. Consultant must also certify the accuracy of all submitted results by certifying to their accuracy in writing.
  11. Consultant shall provide brief written and/or oral feedback to candidates to help candidates understand their areas of strength and weakness.

**Proposal Instructions:**

The proposal itself shall be organized in the following format and information sequence:

- A. State full name and address of your organization. Provide a brief review of your organization, including experience in entry level and promotional Police and Fire testing. Include biographical data and credentials of principals of your organization and of individuals who will provide, administer, and score the exams and respond to appeals of questions on the promotional exams for the City of Stamford.
- B. List of all public safety entry level and promotional exam projects you have undertaken or completed in the past 5 years including: (1) name of jurisdiction, (2) name of job title(s) involved, (3) year(s) of exam project, (4) impact on protected classes (in terms of B-W effect size, that is the standardized difference between means or, if that is not available, the adverse impact in terms of appointments or, if that is not available, the adverse impact in terms of passing rates, if available), and (5) any legal challenge(s) to the project and resolution (if applicable). (You may, but are not required, to list promotional exam projects that go back more than 5 years.)
- C. Names and contact information for 5 references who are familiar with your entry level and promotional examination work and whom the City may contact.
- D. Outline of suggested possible components of the entry level and promotional Police and Fire exams and information on adherence to all required laws and professional practices concerning exam validity, reliability, and adverse impact.
- E. Scheduling availability for the anticipated exams and timelines for processing and reporting of exam results.
- F. Complete cost for each of the exams.

- G. Include any topics not covered in the Request for Proposals that you wish to disclose to the City which further describes your organization's level of qualification as an exam consultant.

A proposer who wishes to withdraw a Proposal must make the request in writing to the Purchasing Manager. Any correction or modification to a Proposal must be submitted in writing and in a sealed envelope clearly identifying the envelope as being a correction or modification to the proposer's Proposal.

### **Fee Proposal**

Each proposal should include a detailed fee proposal for each examination. Fees should be presented, if applicable, in terms of per applicant cost and/or hourly rates. Out-of-pocket expenses should be listed and refer to specific tasks identified in the scope of work contained in this RFP. Additionally, a total figure should be included, including all hourly rates, expenses, overhead and other costs. Discounts offered for an award encompassing multiple examinations should be clearly stated.

### **Proposal Evaluation Process**

Proposals will be evaluated by a Selection Committee comprised of representatives of the City of Stamford Law Department, Human Resources Division, Police Department, Fire and Rescue Department, and the Purchasing Manager. The Selection Committee will evaluate all proposals, and will select the proposals that best meet the City's requirements.

These firms may be asked to present their proposals to the Selection Committee, and/or to respond to questions. Based on the information provided in the proposal and any additional information presented, and using the evaluation criteria described below, a final selection will be made.

The City of Stamford reserves the right to reject any or all proposals submitted, to request additional information from any Proposer, and to negotiate with any of the Proposers regarding the terms of the engagement. The City of Stamford reserves its right to award this contract to more than one Proposer. The City of Stamford intends to select the firm that, in its opinion, best meets the City's needs, not necessarily the firm that proposes the lowest fees.

### **Evaluation Criteria**

The following criteria will be used to evaluate proposals:

1. Examinations
  - a. Validity, reliability, and predicted level of effect and adverse impact on legally protected groups.
  - b. Ability of the proposed approach to identify well qualified candidates.
  - c. Ability of the proposed approach to allow for the promotion of a diverse workforce and to minimize adverse impact on legally protected classes.
  - d. Adherence to all relevant law and professional practices.



2. Proposed approach to examinations. Methodology, recommendations and implementation are all areas where the proposers' approaches will be evaluated.
3. General qualifications and experience of firm.
  - a. Firm's experience in providing entry level and promotional Police and Fire examinations to municipalities and/or governmental agencies in the last 5 years.
  - b. Firm's experience in providing entry level and promotional Police and Fire examinations, specifically to municipalities and /or governmental agencies in Connecticut in the last 5 years.
  - c. Experience and expertise of staff proposed to execute work for the City of Stamford.
4. Proposed fee arrangements, including cost in light of scope of services.

**Other information for potential bidders:**

1. There is NO requirement to set a passing point on tests or test components.
2. Video recording of oral exercises has been done for some previous exams.
3. Consultant is required to maintain all files concerning the test for 5 years or until the completion of any legal challenges, should there be any.
4. The City will send notice to candidates concerning when and where to appear to take the exam, based on direction from the consultant.

**CITY OF STAMFORD**  
**INSURANCE REQUIREMENTS**  
**Entry-Level and Promotional Police and Fire Examinations**

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 and in the aggregate for bodily injury and property damage. Such coverage shall include the following:
  - (a) Products liability and completed operations, which shall be maintained for a period of not less than three (3) years following completion of the services under this Agreement or termination of the Agreement, whichever is later.
  - (b) Contractual liability insurance, which insures any indemnities contained in the Agreement between the Vendor and the City of Stamford; City of Stamford and its employees, agents and officers designated as additional insureds;
  - (c) Policy shall be underwritten on an occurrence basis.
4. Commercial automobile liability insurance, which contains minimum limits of liability of \$1,000,000 per accident, and contains, at a minimum, the following coverage provisions:
  - (a) Coverage for all owned, non-owned and hired vehicles;
  - (b) City of Stamford and its employees, agents and officers designated as additional insureds.
5. Professional liability insurance, which covers the services to be provided pursuant to the Agreement with a minimum limit of liability of \$1,000,000 per claim and \$2,000,000 in the aggregate.
6. If any insurance is underwritten on a claims made, as opposed to an occurrence basis, the retroactive date in the policy shall be the earlier of the effective date of the Agreement between the Vendor and the City of Stamford or the date the Vendor commences its services for the City. The policy shall also contain an extended reporting date of not less than three years following termination of the

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

7. All insurance required hereunder shall contain waivers of subrogation in favor of the City of Stamford and its employees, agents and officers. The Vendor shall waive any right of claim, loss or damage against the City of Stamford and its employees, agents and officers.
8. All insurance policies required under this Agreement shall contain thirty (30) days prior written notice to the City of Stamford's Risk Manager in the event of cancellation, termination or material change to any policy terms or conditions required hereunder.
9. The insurance required hereunder shall in no way serve to limit or reduce the liability of the Vendor under this Agreement.
10. The Vendor shall provide the Risk Manager with certificates of insurance, which evidence the insurance required hereunder. The Vendor shall provide the Risk Manager with renewal certificates of insurance within 15 days prior to the expiration of the policies. Vendor's failure to review said certificates of insurance or insurance policies shall not be deemed to be a waiver of the Vendor's obligations to comply with all provisions of these insurance requirements hereunder.

AGORID.		CERTIFICATE OF INSURANCE							
<b>PRODUCER</b> Full Name of Insurance Agency Street Address City, State Zip Code Telephone Number / Facsimile Number			<b>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>						
			<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> Name of Insurance Company						
<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			
A	GENERAL LIABILITY (FOREIGN)		XXXXXXXXXX	XX/XX/XX	XX/XX/XX	GENERAL AGGREGATE \$ <b>1,000,000</b>			
	X	COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG \$ <b>1,000,000</b>			
		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>XXXXXXX</b>			
				Each claim / incident \$ <b>XXXXXXX</b>					
A	AUTOMOBILE LIABILITY		XXXXXXXXXX	XX/XX/XX	XX/XX/XX				
	X	ANY AUTO				COMBINED SINGLE LIMIT \$ <b>1,000,000</b>			
		ALL OWNED AUTOS				BODILY INJURY (Per Person) \$			
		SCHEDULED AUTOS				BODILY INJURY (Per Accident) \$			
		HIRED AUTOS							
	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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		XXXXXXXXXX	XX/XX/XX	XX/XX/XX	X	STATUTORY LIMITS \$		
	EMPLOYERS' LIABILITY					EACH ACCIDENT \$ <b>100,000</b>			
	THE PROPRIETOR/PARTNERS/ EXECUTIVE OFFICERS ARE:					<input checked="" type="checkbox"/>	INCL	DISEASE - POLICY LIMIT \$ <b>100,000</b>	
							EXCL	DISEASE - EACH EMPLOYEE \$ <b>100,000</b>	
C	Professional Liability		XXXXXXXXXX	XX/XX/XX	XX/XX/XX	\$ <b>1,000,000 per occurrence</b> \$ <b>2,000,000 aggregate</b>			
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:</b>									
<i>City of Stamford and its employees, agents, and officers designated as additional insureds under commercial general liability and automobile liability. All insurance required hereunder are primary, not excess or contributory, to any insurance maintained by or on behalf of City of Stamford. Waivers of subrogation on all insurance required hereunder apply to City of Stamford and its employees, agents, and officers.</i>									
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>					
City of Stamford 888 Washington Boulevard Stamford, CT 06901				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.					