



**CITY OF STAMFORD
PURCHASING DEPARTMENT**

Request for Proposal No.	851
Title	Janitorial Services for Government Center and Police Headquarters
Date Issued	November 18, 2021
Issued on behalf of	Facilities
Proposals Due	December 23, 2021 @ 4:00 P.M.
Submit Responses	Online via ProcureWare at https://stamfordct.procureware.com
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	Kevin Murray, Operations Manager Parks & Facilities, (203) 977-4606 or kmurray@stamfordct.gov
Contact for Purchasing Questions	Erik J. Larson, Purchasing Agent elarson@stamfordct.gov
Pre-Proposal Meeting	November 30, 2021 at 10:00 AM. Meet in the lobby of the Stamford Government Center, located at 888 Washington Boulevard, Stamford, CT 06901. Following a tour of the Government Center, Proposers will tour the Police Headquarters.
Mandatory	Yes

Introduction

Federal funds will be used to satisfy all or some of the resulting contracts. All proposers must have a DUNS number or Unique Identifier Number and register with SAM.gov either before the proposal due date or before an agreement can be executed. All proposers agree to comply with the requirements of 2 C.F.R. 200.

The City of Stamford, Connecticut is requesting proposals from qualified vendors to procure cleaning and janitorial services of two (2) municipal buildings. The contract term will be for an initial three (3) year period commencing on July 1, 2022, with an additional allowance for two (2) one-year extensions. 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 electronically via ProcureWare 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 mail, 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 mailed, faxed or emailed RFP responses will be accepted as qualified RFP submission.

Proprietary Information

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

Key Personnel

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.

Sample Agreement

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

CONTRACT PROVISIONS FOR CITY OF STAMFORD CONTRACTS UNDER FEDERAL AWARDS – NON-CONSTRUCTION.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The contractor agrees to report each violation to the City of Stamford and understands and agrees that the City of Stamford will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to the City of Stamford and understands and agrees that the City of Stamford will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA."

Suspension and Debarment. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City of Stamford. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City of Stamford, the federal

government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Procurement of Recovered Materials. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (3) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - Are *not used* as a substantial or essential component of any system; *and*
 - Are *not used* as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(2) *Reporting requirement.*

- (i) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (ii) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand;

model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(3) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

Access to Records. The Contractor agrees to provide the City of Stamford, (insert name of pass-through entity, if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City of Stamford and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS Seal, Logo, and Flags. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgement that FEMA financial assistance will be used

to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government. The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms:

(a) The City of Stamford shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps shall include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) The Contractor, if subcontracts are to be let, shall take the affirmative steps listed in paragraphs (1) through (5) of this section.

License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City of Stamford, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City of Stamford or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of Stamford data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Stamford.

Never contract with the enemy. Federal awarding agencies and recipients are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

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 suppliers 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.

AGREEMENT

THIS AGREEMENT dated the _____ day of _____, 2020, is by and between the **CITY OF STAMFORD** (hereinafter the “City”), a municipal corporation organized and existing pursuant to the laws of the State of Connecticut with a principal place of business located at 888 Washington Boulevard, Stamford, Connecticut, and acting herein by David R. Martin, its duly authorized Mayor, and _____ (hereinafter the “Contractor”), a ????? corporation with a principal place of business located at _____, and acting herein by _____, its duly authorized _____.

WITNESSETH

WHEREAS, The City solicited Request for Proposals No. ??? for _____;

WHEREAS, The Contractor submitted a proposal in response to said Request for Proposals; 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. INCORPORATION OF RECITALS. The above terms and conditions are contractual in nature and not merely recitals and are hereby incorporated into this Agreement;

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

Exhibit A – The City’s Request for Proposals No. ???, issued ???;

Exhibit A-1 – Addendum No. 1, dated ???, to the City’s Request for Proposals No. ???;

Exhibit A-2 – Addendum No. 2, dated ???, to the City’s Request for Proposals No. ???;

Exhibit B – The Contractor’s Proposal, dated ???; and

Exhibit B-1 – The Contractor’s Byrd Anti Lobbying Certification;

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

3. COMPENSATION. The Contractor shall be compensated for the services set forth in Section 2, above, as follows:

??????

all as set forth in greater detail in the Contractor's Proposal, attached hereto as Exhibit B.

4. TERM. The Term of this Agreement shall commence when signed below by the City's Mayor and terminate one (1) year thereafter. The parties may, by mutual agreement, extend the Term of this Agreement for two (2), additional years provided that all other terms of this Agreement remain the same. No such extension shall be for greater than one (1) year and, under no circumstances, shall the entire Term of this Agreement, including any extension years, exceed three (3) years;

5. CONTRACTOR'S REPRESENTATIVE AND KEY PERSONNEL. The following representative of the Contractor is hereby authorized to act on behalf of the Contractor with respect to the work that is the subject of this Agreement and shall have full authority to accept instructions, make decisions, communicate for and act on behalf of the Contractor at all times.

Contractor Representative:

Title:

In addition to the Contractor's Representative, the following Key Personnel of the Contractor shall be assigned to, participate in and be available to the City for the work that is the subject of this Agreement.

Key Personnel:

Title:

Neither the Contractor's Representative nor the Key Personnel shall be replaced by the Contractor without fifteen (15) days prior written consent of the City. The City may, at its sole option, immediately terminate this Agreement by way of written notice to the Contractor if the Contractor fails to replace the Contractor's Representative or the Key Personnel to the satisfaction of the City.

6. REPRESENTATIONS. The Contractor 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 Contractor hereby acknowledges that the City has relied upon said representations in entering into this Agreement;

7. INDEMNIFICATION. The Contractor shall indemnify, hold harmless and, at the City's option, defend the City, its officers, agents and employees, from third party claims for loss, cost, damage, liability, and/or injury to or death of a person, including the agents and employees of the Contractor, or loss of or damage to property, resulting directly or indirectly from the Contractor's negligent performance pursuant to this Agreement, or by

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

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

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

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

11. SUBCONTRACTING. Aside from those subcontractors disclosed in the Contractor's Proposal, attached hereto as Exhibit B, 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. 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 of Stamford Code of Ordinances § 103.4;

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

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

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

15. COMPLIANCE WITH CITY CODE PROVISIONS. The Contractor hereby agrees to fully comply, to the extent applicable, with the requirements of the City of Stamford Code of Ordinances, Sections 103-1 through 103-10, regarding contractors in general.

Failure to so comply shall constitute a material breach of the terms of this Agreement, for which the City may unilaterally terminate this Agreement by way of written notice to the Contractor. The provisions of the City of Stamford Code of Ordinances can be found at www.municode.com ;

16. TERMINATION.

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

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

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

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

- 1) Complete the work of this Agreement, or any part thereof, either by itself or by other contractors, at the expense of the Contractor;

- 2) Purchase the products or services that are the subject of this Agreement elsewhere and hold the Contractor responsible for any increase in cost;
- 3) Pursue any equitable remedy, including, but not limited to, specific performance or injunction; and/or
- 4) Disqualify the Contractor from 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 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;

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 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.

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

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

20. SETOFF 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 Contractor hereby acknowledges that the City shall have the right to set-off or withhold any payment, or portion thereof, due to the Contractor pursuant to this Agreement if any taxes levied by the City against any property, both real and personal, owned by the Contractor are delinquent and have been so delinquent for a period of not less than one year. Any amount withheld from the Contractor pursuant to this section shall be applied to the Contractor's delinquent taxes, provided, however, that no such amount withheld shall exceed the amount of tax, plus penalty, lien fees and interest, outstanding at the time of withholding;

21. 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

22. 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.

23. MORALS CLAUSE. Neither the Contractor, the Contractor's Representatives nor the Contractor's key personnel shall commit any act or do anything which might reasonably be considered: (i) to be immoral, deceptive, scandalous or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect the community and/or the

reputation and goodwill associated with the City. If the Contractor, the Contractor's Representative or the Contractor's key personnel is accused of any act involving moral or ethical issues, dishonestly, theft or misappropriation, under any law, or any act which casts an unfavorable light upon its association with the community and/or the City or the Contractor is accused of performing or committing any act which could adversely impact the Contractor's events, programs, services, or reputation, the City shall have the right to terminate this contract upon fifteen (15) days written notice specifying the reason, within which period the Contractor may cure such offense. The determination of whether and to what extent the offense is cured shall be made by the City at its sole discretion.

24. NON-APPROPRIATION. The Contractor 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 Contractor if sufficient funds to provide for the payment(s) hereunder are not so appropriated;

25. 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;

26. INTERPRETATION. The Contractor 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;

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

28. CONTRACT PROVISIONS FOR CITY OF STAMFORD CONTRACTS UNDER FEDERAL AWARDS.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the City of Stamford and understands and agrees that the City of Stamford will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to the City of Stamford and understands and agrees that the City of Stamford will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.”

Suspension and Debarment. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City of Stamford. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City of Stamford, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Procurement of Recovered Materials. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(3) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

- Are *not used* as a substantial or essential component of any system;

and

- Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(2) *Reporting requirement.*

(i) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the

contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(ii) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(3) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

Access to Records. The Contractor agrees to provide the City of Stamford, (insert name of pass-through entity, if applicable), the FEMA Administrator, the Comptroller General

of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City of Stamford and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS Seal, Logo, and Flags. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government. The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms:

(a) The City of Stamford shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps shall include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) The Contractor, if subcontracts are to be let, shall take the affirmative steps listed in paragraphs (1) through (5) of this section.

License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City of Stamford, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City of Stamford or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of Stamford data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Stamford.

Never contract with the enemy. Federal awarding agencies and recipients are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE FOLLOWS.

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

CITY OF STAMFORD

Print:
Witness

By: _____
David R. Martin, Mayor

Date: _____

Print:
Witness

CONTRACTOR

Print:
Witness

By: _____

Date: _____

Print:
Witness

Approved as to Form:

Approved as to Insurance:

Chris Dellaselva
Asst. Corp. Counsel

David Villalva
Risk Manager

Date: _____

Date: _____

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date

Contractor's Statement

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

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

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

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

Name of Bidder/Proposer: _____

Signature of Bidder/Proposer: _____

Title: _____

Company Name: _____

Address: _____

Indicate if company submitting this proposal is: _____ MBE _____ WBE _____ DBE

Non-Collusion Affidavit

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

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

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

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

Name of Proposer: _____

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____ ss. _____

Date: _____

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

Signature of Notary Public
My Commission Expires: _____

EFFECTIVE: 2/24/09

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

Compliance Affidavit

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

been duly sworn, affirm and say that I have read, understand and am in compliance with Public Act 16-67 Concerning the Disclosure of Certain Education Personnel Records, Criminal Penalties for Threatening in Educational Settings and the Exclusion of a Minor's Name from Summary Process Complaints, and that neither I nor said Contractor, to the best 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 registered with SAM.gov
_____ Yes _____ 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 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 one 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) ▶ _____ Note: 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 not 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.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____ <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.

Social security number									
-				-					
or									
Employer identification number									
-									

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.

Sign Here	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.

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.

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 & 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 & 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

REQUEST FOR PROPOSALS

**JANITORIAL SERVICES FOR THE
CITY OF STAMFORD**

**GOVERNMENT CENTER
888 WASHINGTON BOULEVARD**

AND

**POLICE HEADQUARTERS
725 BEDFORD STREET**

STAMFORD, CONNECTICUT

1.0 GENERAL INFORMATION

1.1 Introduction and General Description

This Request for Proposals (RFP) was prepared to solicit proposals for the cleaning and janitorial services of two (2) municipal buildings commencing July 1, 2022. The buildings are as follows:

- A. The Stamford Government Center is a multi-tenant facility consisting of a ten (10) story office building located at 888 Washington Boulevard, Stamford, Connecticut with approximately 272,072 square feet of office space, an outdoor terrace, and a four (4) level parking garage structure, adjacent sidewalks, entrances, driveways and planted areas. Included as part of this RFP is the building's parking garage.

- B. The Stamford Police Station is a newly constructed four (4) story building located at 725 Bedford Street with approximately 85,000 square feet of space, plus a four and a half (4 ½) story parking garage, adjacent sidewalks, entrances, driveways and planted areas. Included as part of this RFP is the building's parking garage. Drawings will be provided. The floor plans for the buildings are attached. The office layouts may have changed from the layout shown

The buildings and their environment need a janitorial contractor for the property regarding general cleaning and janitorial services.

The City is seeking proposals from Professional Janitorial Companies, Contractors and Proposers to assure a high level of maintenance and cleanliness of these facilities.

The words "Janitorial Service Companies," "Contractor," and "Proposer" are used interchangeably in this RFP.

Cleaning of the Police Department Firing Range is not part of this RFP.

Proposers should have extensive experience in this field and must include as part of this RFP a statement indicating the successful custodial services of similar facilities of this size along with references from clients with names, addresses, contact persons and telephone numbers of those that have received the proposers' services.

The City may add or remove service locations at its sole discretion. Contractor will not be compensated for service locations removed by the City after the removal date. Fees for any service locations added by the City will be mutually agreed upon by the parties. Fees for remaining locations will not be adjusted if locations are removed or added by the City.

1.2 Key Personnel

Contractor will be required to provide:

A. JANITORIAL SERVICES

- Necessary employees for **after business hours** Monday - Friday, including **one designated Working Supervisor (at Government Center Only)** with the capacity to train janitorial personnel in all phases of janitorial services and with the authority to represent the contractor in a decision-making capacity (subject to change).
- Recommended staffing levels should be based on best practice, RFP specifications and industry knowledge of need for a multi-tenant, heavily trafficked office building. The proposer may suggest an increase or decrease from the current staffing levels.

AND

- Contractor shall propose number of day porters necessary to ensure sufficient manpower for duties in Section 2.0 (at straight time pay rate) on site Monday – Friday, staggered scheduling to cover 7:00 am – 5:00 pm. Day Porters shall be under the direction of City Building Manager.
- Contractor is required to provide the number of porters/cleaners specified at all times.
- A supervisor representing the successful Contractor must visit the facility weekly and check the janitorial log. Upon each visit, the supervisor is required to sign the Janitorial Contractor Daily Report. In addition, a joint inspection, coordinated with the Building Manager or representative, is required once per month.
- The personnel and commitments identified on any contractor’s proposal will be considered essential to the service to be provided under this RFP. No deviation will be made by the contractor without the written consent of the Office of Operations. Replacement of personnel will be with personnel of equal ability and qualifications.
- Any employee of the contractor, who, in the opinion of the Office of Operations, is unacceptable, shall be immediately removed from the project pursuant to the request of the Office of Operations. The contractor will have two (2) weeks to fill the vacancy with another employee of acceptable experience and skills subject to the written approval of the Office of Operations.
- **Statewide police background checks are necessary and are the responsibility and cost of the proposer.** The Office of Operations reserves the right to participate in the initial and subsequent employee interview and selection process.
- All personnel assigned to the Government Center shall be subject to the approval of the Office of Operations. The contractor will make every effort to consistently assign the same personnel to the job.

B. JANITORIAL SERVICES POLICE STATION

- Police Station shall employ janitorial services during day and night shifts depending on designated location in building. Per Section 2.0, janitorial staff must be accompanied by an officer assigned to the area and during the designated times. All areas other than those stated shall be cleaned after hours.
- Based on specifications in this RFP, Contractor shall recommend necessary employees Monday–Sunday, **including one designated working supervisor** with the capacity to train janitorial personnel in all phases of janitorial services and with the authority to represent the contractor in a decision-making capacity (subject to change).
- Proposed staffing shall reflect reduced level of usage on weekends.
- Recommended staffing levels should be based on best practice, RFP specifications and industry knowledge of need for a heavily trafficked police station.
- Proposed staffing shall include one female janitor for servicing the Women’s Restroom and Locker Room at the Stamford Police Department throughout the day.
- All personnel assigned to the Police Station shall be subject to the approval of the Chief of Police as well as **background checks which are at the cost of the proposer**. The contractor will make every effort to consistently assign the same personnel to the job.
- All staff employed at the Police Station will also be subject to a Stamford Police Internal Affairs (IA) background check.

C. GENERAL REQUIREMENTS FOR THE CONTRACTOR’S PERSONNEL AND SUPERVISION

The City of Stamford, as owner, must approve selection of site support staff and may make recommendation as to retaining certain present staff. The Contractor must agree to any pertinent collective bargaining agreements covering certain skilled and unskilled labor functions **and must pay equivalent wages and benefits to those outlined in these agreements**.

The contractor **shall give adequate supervision**, satisfactory to the City of Stamford, to all employees engaged in work under the contract. Contractor’s personnel must be able to communicate effectively both in written and oral form with city staff. The city reserves the right to request the contractor to remove personnel for any reasons who are servicing the facility.

The Contractor shall provide **annual statewide police background checks at the Proposers cost** for all those employees engaged in work at any City facility. Updates to this information will be required when any violation has been made by any employee working at any City facility. The Contractor shall follow the recommended procedures for handling and disposal of blood and bodily fluids/materials as stated in the OSHA standard

1910-1030 occupational exposure to blood borne pathogens. The contractor shall provide their own training as required for all employees working at City facilities.

1.3 Payment

The contractor shall be compensated on the basis of a fixed-annual fee (including all labor, wage increases, equipment and cleaning and paper good supplies) that shall be paid in monthly installments commencing thirty (30) days **after** the initial delivery of services for the prior month at the Stamford Government Center and the Police Headquarters. All emergency call backs, extended shift hours or scheduled overtime will be billed separately at an agreed overtime rate for the actual hours worked **with no minimum**. There shall be no escalation in pricing for the length of this contract from the awarded/approved figure(s). All invoices shall be emailed to the address below:

jmori@stamfordct.gov

Invoices will be presented in a form acceptable to the Office of Operations with pertinent documentation. The Office of Operations shall review the invoice and, if acceptable, approve payment to be made to the contractor. The Office of Operations reserves the right to specify the acceptable format for all invoice submittals.

1.4 Service Quality Inspections and Deductions

The City will routinely inspect the work outlined in this contract. The City may request a site inspection at any time of any part of the contractor's work. The contractor shall be notified of such inspection the morning of the inspection and provide adequate cooperation with any inspector assigned by the owner to permit him to determine the contractor's conformity with these specifications and the adequacy of the cleaning work being performed.

It is **expected** that all areas, especially public areas such as hallways, foyers, stairwells, bathrooms, entrances and exits must **comply** with maintenance tasks outlined in these specifications. Each area shall be inspected against the tasks outlined in these specifications and each task shall be rated on a pass/fail basis.

For each task which receives a fail rating, the contractor shall agree to correct the deficiency and a reduction may be levied on the monthly bill for that building up to a maximum of 50% of the billing per building.

The City of Stamford reserves the right to immediately terminate this contract due to unsatisfactory performance by the contractor. Unsatisfactory performance shall be considered failure to correct all deficiencies within 30 days.

Service Quality – Errors and Accidents

The City recognizes that errors and accidents occur in any service provider situation, however, the City, at its sole discretion, may invoke this clause for repeated errors or lapses in

service. No such penalty shall be levied without at least one written warning for a similar, but not necessarily identical, lapse in service. There is no limit to these penalties and may result in a reduction in invoice payment per month.

2.0 SCOPE OF WORK

2.1 Conduct of Work – All Facilities

1. All services shall be performed in a workmanlike manner in conformance with standard and acceptable cleaning industry practices.
2. Any furniture that is moved for the convenience of cleaning must be returned to its original place. Chairs, stools, wastebaskets and similar articles must not be placed on desks, file cabinets, etc.
3. If staff changes are made by the contractor, new personnel must be accompanied by experienced personnel for at least one week in order to become familiar with the building and procedures.
4. The contractor shall be responsible for all loss of or damage to City property resulting from cleaning service operations.
5. The contractor shall prohibit employees for disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment located in the building.
6. Only materials placed in or on a waste receptacle shall be removed from any office unless clearly marked for disposal or recycling.
7. Section 2.6 outlines the minimum frequency of services. It is understood and agreed that these services shall be performed more frequently and without additional cost, if necessary, to maintain a satisfactory level of cleanliness (for example, spot cleaning of floors during wet weather).
8. Details of requirements are listed in Section 2.6 of this request for each building. It should be noted that some buildings shall require specific special attention tasks. Specific information regarding unique requirements shall be provided at the Mandatory Pre-Proposal and Walk Through meeting.
9. There is the possibility that meetings will be in session during scheduled cleaning hours. This possibility will not preclude meeting the cleaning specifications and the schedules must be adjusted accordingly around building usage. The City has a website for meetings and times and is also posted in lobby of Government Center.
10. Each building will have a checklist that will need to be checked off every day and/or after every cleaning shift.

2.1 Supervision and Workmanship

The contractor shall be responsible for providing professional property maintenance personnel and support to meet all objectives of this RFP.

The work by the contractor shall be performed in a skilled manner. Work shall be acceptable to the City of Stamford and local governmental and agency inspectors. All practices shall be in accordance with all applicable federal, governmental and state codes and regulations, including OSHA. In case of discrepancies, the City of Stamford's judgment will prevail.

2.2 Control and Permits

The Janitorial Contractor shall be responsible for all work and comply with the following: The Contractor shall, in the conduct of its operation, comply with all applicable laws, orders, and regulations of any governmental and/or quasi-governmental authorities having jurisdiction in these matters.

If any governmental permit or license shall be required for the proper and lawful conduct of the Contractor's business, and if the failure to secure such license or permit would in any way affect the City and/or the Janitorial Contractor, then the contractor at the contractor's expense shall duly procure and thereafter maintain such license or permit and submit the same to the City. Any subcontractor, at subcontractor's expense, shall at all times comply with the terms and conditions of each such license or permit.

This task shall be effective for the same period of time as the contract of the Janitorial Contractor unless cancelled in accordance with the cancellation provisions as stated herein.

Any such subcontractor will, throughout the duration of this Agreement at its expense, carry Workmen's Compensation Insurance, Public Liability Insurance in the same amount as the Maintenance Contractor and employ workers in accordance with the United States Immigration laws.

Contractor agrees that all work performed by or at the direction of the Contractor hereunder shall be performed in compliance with the requirements of the Occupational Safety and Health Act of 1970 (the Act). Contractor is fully responsible for the safety and health of all persons engaged by Contractor.

2.3 Security at Government Center

- The Contractor shall interface, as necessary, to support the Security Contractor.
- The Security Contractor will coordinate building security guard operations with the Janitorial Contractor.
- The Security Contractor shall inventory all properly identified and catalogued keys to the building. This task will be coordinated through the City of Stamford's Operations Foreman.
- The City of Stamford and the Operations Foreman will possess an independent set of building master keys.

2.4 Hazardous or Toxic Substances

The Janitorial Contractor shall abide by all SARA Title III, "Right-to-Know" regulations.

Hazardous or toxic substances, chemicals (if needed), waste oils, cleaning fluids, etc., shall be used by the Janitorial Contractor only if essential for carrying out the work to be performed hereunder and shall be properly stored and shall be used and disposed of only in accordance with local, State and Federal Government regulation.

2.5 Janitorial Services

Janitorial staffing will follow the industry standards quoted in Building Operator and Maintenance Association (BOMA) and Cleaning and Maintenance Institute (CMI) guidelines. Alterations to these guidelines will only be made with the final decision of the Office of Operations Facilities & Parks Maintenance Division.

The regularity of each cleaning job or activity will depend solely on need and of the areas' use. For example, some restrooms will require regular but minimum attention, while others, on the more active and heavily used floors, will require far more visits for daily janitorial services as well as constant replenishing of supplies.

Contractor shall be responsible for the scheduling of the cleaning requirements specified herein and will submit a copy of work and manpower schedules to the Building Manager on a monthly basis in addition to the nightly report. Work shall be scheduled such that it will not disrupt the functions and normal day-to-day procedures of the City facility. The City reserves the right to approve and make suggested changes to the schedule set up by the Contractor. The specific cleaning requirements specified establish the minimum cleaning requirements.

2.6 Janitorial Staffing Requirements – Government Center

The contractor shall indicate **in detail each staff member**, his/her **work category** or **area of responsibility** as well as a **daily and hourly work schedule** and **hourly rate**.

DAY PORTER - SERVICES PROVIDED DURING OPERATING DAY

The contractor shall provide recommended number of porters/matrons to perform the following services between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday, excluding holidays.

1. Clean 10th floor Mayor's Suite including rest rooms.
2. Clean Senior Center on 2nd floor.
3. 8th floor Health Department Lab.
4. Clean Credit Union on the 6th floor

5. Clean 911 Area
6. Vacuum and mop, particularly during inclement weather, to keep entrance ways, hallways and stairs clean as required to maintain appearance and minimize the spread of sand & salt by foot traffic throughout the building.
7. Morning check of all floors, meeting rooms, conference rooms, cafeteria, rest rooms, and any other area that may need to be addressed, especially from nighttime activity
8. Set-ups or breakdowns per the Building Master Schedule.
9. Monitor all Rest Rooms throughout the day.
10. Monitor/dispose of all Garbage/Recycling throughout the day.
11. Garage garbage pails and pick up 3x per week.
12. Outside grounds check and pick up 2x per week.
13. Replenish all paper products in all Rest Rooms at end of the day.
14. Provide special situation cleaning services and/or service calls as directed by the Facilities Manager's designee. Service Calls consists of a very wide range of items – examples include but are not limited to:
 - Pop up meeting set ups and breakdowns
 - Furniture moves
 - Furniture Assembly
 - Cubicle Reconfigurations (Large and Small)
 - Delivery assistance
 - Emergency clean ups of all varieties
 - Assist Engineers with certain calls
 - Role in Fire Alarm/Building Evacuation Procedures

NIGHTLY CLEANING STAFF REQUIREMENTS

The contractor shall specify in its proposal the NIGHTLY on-site support staff that it deems necessary to meet the goals required in this RFP, including one designated working supervisor with the capacity to train custodial personnel in all phases of JANITORIAL services and with the authority to represent the contractor in a decision-making capacity (subject to change)

Nightly janitorial operations will be conducted from 6:00 PM until 10:00 PM upon completion of the nightly janitorial chores. All lights shall be turned off, doors locked, and offices left in a neat

orderly condition. The City of Stamford Office of Operations reserves the right to assign additional services or redirect maintenance during either day or night shifts.

A supervisor representing the successful Contractor must visit the facility weekly and check the janitorial log. Upon each visit, the supervisor is required to sign the Custodial Contractor Daily Report. In addition, a joint inspection, coordinated with the Operations Foreman or representative, is required once per month.

All janitor closets, locker areas, and other utility areas shall be cleaned thoroughly, and janitorial equipment stored neatly in an assigned area.

The City of Stamford Operations Foreman, or Facilities & Parks Office Manager, shall be notified immediately of any irregularities. The Maintenance Contractor shall provide pay and benefits to janitorial workers in conjunction with Local 32BJ, SEIU, or equivalent wages and/or benefits through term of this contract **with no escalation in awarded contract amount.**

2.7 GENERAL JANITORIAL SPECIFICATION FOR ALL BUILDINGS: OFFICES, CONFERENCE ROOMS, OPEN WORK AREAS AND ADJACENT AREAS, BUILDING LOBBY, ELEVATORS AND PUBLIC AREA:

Nightly

1. Check patio on 4th Floor for debris and cleanliness. (GOVERNMENT CENTER)
2. Empty and clean all waste receptacles and replace liners where used and as required. Remove trash, including bulk items such as cartons, etc. (Items must be placed in area specified by tenant or marked "Trash". Do not remove any item not so placed or marked.) Transport and dump all waste into the compactor located in the loading dock area.
3. Sweep and Damp-mop and/or spray-off all resilient flooring, including entrance and lobby flooring. Spot clean stains as necessary.
4. Vacuum area rugs and carpeted areas, moving light furniture and office equipment other than desks and file cabinets. Spot clean as needed.
5. Dust all unobstructed surfaces, INCLUDING WINDOW SILLS.
6. Damp-wipe, clean and polish all drinking fountains and coolers, removing all stains, streaks and smudges.
7. Damp wipe with mild non-abrasive detergent and clean all doors, doorframes, light switches and partitions in common use areas.
8. Dust and clean the interior of elevator cabs.

9. Vacuum elevator corridors, lobbies, and cabs where carpeted.
10. Spot clean entry door glass, lobby glass, elevator doors and mail depository.
11. Check for burned out lights and report it to Building Manager.
12. Report all malfunctions to Building Manager's office on the day or night of discovery.

Weekly

1. Spot clean/wash to remove all fingerprints, smudges and marks from walls, doors, doorframes, partitions, light switches, etc., within reach.
2. Polish and clean door kick plates and thresholds.

Monthly

1. Wipe clean all chrome, aluminum and other bright metal work on exterior façade.
2. Wash glass display windows, building directories, entrance doors and frames and show windows, both sides.
3. Damp wipe all base moldings.
4. Thoroughly wash and clean all waste baskets, and provide plastic liners as necessary.

Quarterly

1. Remove all dust from all ledges, door jams, high partitions, sills, walls, grills, vents, and wall mounted objects, including those items from 80" above floor to ceiling.
2. Scrub entry floors and wax where applicable.
3. Thoroughly wipe down and buff elevator lobby walls and doors.

Bi-Annually

1. Dust all venetian blinds and wash interior windows two (2) times a year at direction of Building Manager.
2. Shampoo all carpets once per year at direction of Building Manager.

JANITORIAL SPECIFICATIONS: RESTROOM AND LAVATORIES

NIGHTLY

1. Clean and sanitize all urinals, commodes and wash basins making certain to clean under sides of rim of urinals and bowls. Add appropriate quantity of disinfectant to urinals and toilets after cleaning and do not flush.
2. Wash, with detergent-disinfectant, both sides of all toilet seats.
3. Wash with detergent-disinfectant and buff dry all chrome, stainless and brass, and exposed plumbing.
4. Damp-wipe all ledges, toilet stalls, partitions and shelves to remove streaks, stains and smudges with a proper combination lavatory, cleaner disinfectant-fungicide.
5. Clean and polish all mirrors and frames, shelves and enamel surfaces, removing all fingerprints, streaks, and smudges.
6. Damp-wipe with mild non-abrasive detergent all doors and frames, walls, light switches, and glass partitions.
7. Empty and damp wipe all waste containers using proper disinfectant, detergent and germicide combination cleaner. Upon request, provide and insert plastic liners.
8. Empty, remove and sanitize all feminine napkin disposal units.
9. Refill all hand sanitizers, soap dispensers, toilet tissue, towel and sanitary dispensers.
10. Wash lavatory floors using detergent and disinfectant-fungicide.
11. Remove waste to a centrally designated area for disposal.
12. Report to Building Manager any plumbing leaks or fixtures not working properly.

Weekly

1. Wash interiors of trash containers.

Monthly

1. Pour drain cleaner/disinfectant into all floor drains in accordance with manufacturer's directions.
2. Clean and/or polish all door and thresholds.

3. Thoroughly wash with detergent-disinfectant all edges, toilet stall partitions and tile baseboards.
4. Thoroughly wash walls (floor to ceiling) with proper combination cleaner, disinfectant-fungicide.
5. Dusting over 80” to remove deposits from all light fixtures (outside) ledges, moldings, walls, grills, vents, piping, etc.
6. Thoroughly scrub and refinish all resilient floors with a slip-retardant floor finish.
7. Damp wipe all door jams.
8. Damp wipe walls, partitions and shelves to remove streaks, stains and smudges with proper combination lavatory, cleaner disinfectant-fungicide.

Note: It is the intention to keep these rooms thoroughly clean and not to use a disinfectant to kill odors. Where a disinfectant is requested, contractor shall use odorless disinfectant.

JANITORIAL SPECIFICATIONS: STAIRWAYS

Nightly

1. Remove all loose trash.
2. Check for burned out lights and report it to the Building Manager.
3. Spot clean all walls and doors.

Weekly

1. Sweep and damp mop all stairwell treads and landings. Wipe all handrails and balustrades.

JANITORIAL SPECIFICATION: GARAGE AREAS AND LOADING DOCK HALLWAY (GOVERNMENT CENTER AND POLICE GARAGE)

Nightly

1. Inspect all floor areas, stairwells, outside walkways, entrance area, elevator vestibules and ramps to remove cigarette butts, litter, leaves, etc.

Weekly

1. Hand sweep inaccessible areas – steps, walkways and curbs.

Quarterly

1. Damp wipe clean all reachable pipes, railings and ledges.
2. Damp wipe clean all directional signage and lighting.

POLICE STATION JANITORIAL REQUIREMENTS

The successful bidder will be expected to provide the specified janitorial services on a schedule that minimizes disruptions to the Police Department activities and is approved by the Chief of Police in advance. Major cleaning tasks (floor stripping/waxing and carpeting shampooing) must be performed after regular work hours.

In addition to cleaning services outlined, the Police Station has a Community Room which will be open to the public from time to time, and be used for Police Commission meetings and press conferences. The room will have approximately 80 folding chairs that the janitorial staff will be expected to set up and remove depending on the function.

Janitorial Services in the following areas shall be provided only during the times stated and only when accompanied by officer assigned to the area:

In the following areas/rooms Janitors will need to be accompanied by an officer assigned to that area.

SPA President Office, Room #352, (7am-3pm)
Pension Office, #253, (9am-3pm)
CSI Evidence Room & Lab, #349 & #350, (7am - 11pm)
Digital Forensics Diagnostic Lab, & Equipment Storage Room, #345 & #346, (7am-3pm)
SRT entire area: #248, 249, 250, 251, 252, (when an officer is available; 7am-11pm)
Evidence Cataloging Room, Evidence Storage Room, Secure Storage Room, & Bulk Evidence Storage Room, #137, 138, 139, 004, (7am-3pm)
NOC Evidence & Storage rooms, #131 & #130, (8am-12am)
NOC LT Office, #125, (7am-3 pm)
Range Armory/Arsenal, #021, (7am-3pm)
EOD Workshop, Evidence Storage & Storage, #002, 034, 035, (when an officer is available; 7am-11pm)

In the areas/rooms listed Janitors will have limited access during the following hours.

Adult Jail Cells (21 adult cells) (9 am – 11 am)
Juvenile Jail Cells (6 cells) – note – cells can only be cleaned when they are unoccupied.

All other areas not stated above, offices, restrooms, kitchen spaces, locker rooms, open work areas, stairways, lobby, elevators, public areas, shall be cleaned NIGHTLY as specified in Section 2.6 above.

Emergency on-call service (Government Center, Old Town Hall and Police Headquarters)

On rare occasions, there is a need for call-in janitorial service at the Government Center and Police Department. The janitorial service will respond within 2 hours after being contacted and perform the necessary clean up, including blood-borne pathogen clean up. The Government Center and Police Department **will be charged for the actual hours of clean up, using the per hour cost quoted in the bid submission.**

During emergencies, or under emergency conditions, the Contractor may be directed to perform services other than those scheduled within the building or area being serviced. The Contractor must respond immediately to all emergency service calls. Emergency work may be required after normal working hours, weekends, holidays, etc. and **will be charged for the actual hours, using the per hour cost quoted in the bid submission.**

CLEANING SUPPLIES AND EQUIPMENT

The janitorial contractor shall supply all equipment, appliances, paper goods, cleaning and other supplies of every description, unless stated otherwise in this specification and **should be included in their monthly fixed price with no mark up.** The City reserves the right to review any invoices for such supplies. All such equipment will be properly maintained and kept in good working condition by the contractor. The City will provide light bulbs.

All contracted workers must be able to read and comprehend English for understanding chemical content and proper use of cleaners, solvents, strippers and other chemically based products.

ALTERNATE 1 – WINDOW WASHING PRICE PER BUILDING

All exterior window washing will be completed once per year.

ALTERNATE 2 – GARAGE CLEANING PRICE PER BUILDING

Power sweep and wash/scrub all the following in garage: floors, ramps, walls, and dividers on ramps.

Stripe parking spaces and resign where necessary.

3.0 PROPOSAL INSTRUCTIONS

Proposal is to be submitted in four (4) parts:

- Letter of transmittal
- Proposal response which includes qualifications, references and work plan
- Financial information of the proposer
- Fee proposal form

1. Submission of Bid:

- Register with Procureware through the City of Stamford's website
- Submit your proposal through the online system by the due date and time

2. Page Numbering:

Each page of the proposal must be numbered consecutively from the beginning of the proposal through all appended material.

3. Updated proposals:

In case there is a need for updating the proposal of the selected contractor, the contractor will accomplish the need by insertion of the updated pages through their bid on the online system. All new or corrected pages must show the date of revision and indicate the portion of the page that has been changed. This later requirement is to be met 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 substitutions of contractors or of staff.

5. Although not part of this RFP, the City of Stamford welcomes suggestions and recommendations that would lead to improving the quality of janitorial services of these facilities.

4.0 PROPOSAL EVALUATION

Proposals submitted in response to this Request for Proposals will be evaluated by a selection committee comprised of qualified personnel from the City of Stamford.

Proposals will be evaluated on:

- Pricing
- Experience
- Work Plan
- References

4.1 Interview, Presentation of the Proposal

The City reserves the right to select not less than three (3) companies from the proposers for interview. The selected proposers shall present information required in the proposal and other information that the proposers want to provide. The proposers to this RFP shall present in writing complete details indicating how they will complete all of the jobs and services required in this Request for Proposal.

An oral presentation may be required. The following information shall be required at the interview:

- A. Introduction of the company, its officers and management personnel.
- B. Number and location of buildings and square footage serviced in the Fairfield County and Westchester County areas, and elsewhere.
- C. Number of accounts and gross revenues received for each year of the last five (5) years. Please plot a bar chart.
- D. Turnover of supervisors each year for the last five (5) years. Please plot a bar chart.
- E. The number of full-time employees and part-time employees for the site and each person's salary, benefits and the total annual payrolls including benefits. Attach contracts of collective bargaining units that would be partisan agreements (e.g. Local 531-Janitorial).
- F. Resume of full-time/day-time staff.

5.0 FEE PROPOSAL FORM: Company Name: _____

Proposer shall submit separate prices for each facility. Award of contract may be made in total to one proposer. The City reserves the right to award this proposal in total to one or more vendors, as determined by the Purchasing Agent, to be in the best interest of the City of Stamford.

	Government Center					Police Headquarters				
	Cost 1 st Year	Cost 2 nd Year	Cost 3 rd Year	Cost 4 th Year	Cost 5 th Year	Cost 1 st Year	Cost 2 nd Year	Cost 3 rd Year	Cost 4 th Year	Cost 5 th Year
Working Supervisor (Day) Police Headquarters only (\$)										
Cleaners (Day) Police Headquarters only (\$)										
# of Cleaners (Day) to be provided Police Headquarters										
Porter/Matron (Day) to be provided Government Center (\$)										
# of Porters/Matrons (Day) to be provided Government Center										
Working Supervisor (Night) Government Center and Police Headquarters (\$)										
Cleaners (Night) Government Center and Police Headquarters (\$)										
# of Cleaners (Night) to be provided at each location										
Fee for Supplies (refer to Cleaning Supplies & Equipment Section)										
Grand Total before Alternates (Fixed Annual Rate)										
Alternate 1 – Exterior window washing										
Alternate 2 – Power sweep, scrub garage; stripe spaces										
Grand Total with Alternates										
Janitorial – call-back/extra duty (\$ per hour) with no-minimum										

5.0 FEE PROPOSAL FORM – page 2

Company Name: _____

Address: _____

DUNS #: _____

Telephone: _____

Email: _____

Authorized Proposer: _____

Signature: _____

Date: _____

Contact Person: _____

Title: _____

Email: _____

Note: The undersigned acknowledges that he/she has read and understands the general conditions, specifications, and sample agreement for this RFP and will unconditionally accept same.

Signature

Date

CITY OF STAMFORD
INSURANCE REQUIREMENTS
Janitorial Services at City of Stamford Government Center and
Stamford Police Headquarters

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 \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease – each employee.
3. Commercial general liability insurance, with a minimum limit of liability of \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage. Such coverage shall include the following:
 - (a) Products liability and completed operations, which shall be maintained for a period of not less than three (3) years following completion of the services under this Agreement or termination of the Agreement, whichever is later.
 - (b) Contractual liability insurance, which insures any indemnities contained in the Agreement between the Vendor and the City of Stamford.
 - (c) Personal Injury and advertising liability.
 - (d) Broad form property damage coverage and operations liability.
 - (e) The City of Stamford and its employees, agents and officers designated as additional insureds.
 - (f) 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) The City of Stamford and its employees, agents and officers designated as additional insureds.
5. Umbrella (excess) liability insurance, which provides additional coverage above the commercial general liability, commercial automobile liability and employer's liability. The limit of liability shall not be less than \$3,000,000 per occurrence/per accident.

6. All risk property insurance, which covers the Vendor's equipment, materials and supplies used in conjunction with the services provided under this Agreement. The insurance shall provide coverage on a full replacement cost basis.
7. If any insurance is underwritten on a claims made, as opposed to an occurrence basis, the retroactive date in the policy shall be the earlier of the effective date of the Agreement between the Vendor and the City of Stamford or the date the Vendor commences its services for the City. The policy shall also contain an extended reporting date of not less than three years following termination of the Agreement between the Vendor and the City of Stamford or conclusion of the services rendered by the Vendor, whichever is later.
8. All insurance required hereunder shall contain waivers of subrogation in favor of the City of Stamford and its employees, agents and officers. The Vendor shall waive any right of claim, loss or damage against the City of Stamford and its employees, agents and officers.
9. All insurance policies required under this Agreement shall contain thirty (30) days prior written notice to the City of Stamford's Risk Manager in the event of cancellation, termination or material change to any policy terms or conditions required hereunder.
10. The insurance required hereunder shall in no way serve to limit or reduce the liability of the Vendor under this Agreement.
11. The Vendor shall provide the Risk Manager with certificates of insurance, which evidence the insurance required hereunder. The Vendor shall provide the Risk Manager with renewal certificates of insurance within 15 days prior to the expiration of the policies. Vendor's failure to review said certificates of insurance or insurance policies shall not be deemed to be a waiver of the Vendor's obligations to comply with all provisions of these insurance requirements hereunder.

ACORD 101		CERTIFICATE OF INSURANCE				
PRODUCER 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.			
			COMPANIES AFFORDING COVERAGE			
INSURED Name of Named Insured Street Address City, State Zip Code Telephone Number / Facsimile Number			COMPANY A Name of Insurance Company			
			COMPANY B Name of Insurance Company			
			COMPANY C Name of Insurance Company			
COVERAGES 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	\$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$1,000,000
	OWNER'S & CONT PROT				EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	XXXXXXXXXX
					MED EXP (Any one person)	XXXXXXXXXX
A	AUTOMOBILE LIABILITY	XXXXXXXXXX	XX/XX/XX	XX/XX/XX		
	<input checked="" type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT	\$1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per Person)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per Accident)	\$
	<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EACH ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
C	EXCESS LIABILITY	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	EACH OCCURRENCE	\$3,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$3,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	<input checked="" type="checkbox"/> STATUTORY LIMITS	\$
	EMPLOYERS' LIABILITY				EACH ACCIDENT	\$100,000
	THE PROPRIETOR/PARTNERS/ EXECUTIVE OFFICERS ARE:				DISEASE - POLICY LIMIT	\$100,000
	<input type="checkbox"/> INCL <input type="checkbox"/> EXCL				DISEASE - EACH EMPLOYEE	\$100,000
C	All Risk Property	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	\$ Value of Equipment	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: <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 shall be primary, not excess or contributory, to any insurance maintained by or on behalf of the City of Stamford. Waiver of subrogation in favor of City of Stamford.</i>						
CERTIFICATE HOLDER City of Stamford 888 Washington Boulevard Stamford, CT 06901			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, INSURANCE COMPANY WILL ENDEAVOR TO MAIL 30 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.			