



CITY OF STAMFORD
PURCHASING DEPARTMENT

Request for Proposal No.	846
Title	Design Services for Safe Routes to Schools and Public Transit Facilities
Date Issued	September 9, 2021
Issued on behalf of	Traffic Engineering
Proposals Due	October 7, 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	Frank Petise, Acting Bureau Chief, (203) 977-4124 or fpetise@stamfordct.gov
Contact for Purchasing Questions	Erik J. Larson, Purchasing Agent elarson@stamfordct.gov
Pre-Proposal Meeting	N/A
Mandatory	

Introduction

The City of Stamford, Connecticut is requesting proposals from qualified vendors to develop concept plans, preliminary engineering design and final design for the Safe Routes to Schools and Access to Public Transit Facilities to improve pedestrian safety, traffic operation and flow. The full scope of work is described in the scope/specifications and drawings appended hereto.

INTERNET USAGE ACKNOWLEDGEMENT

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

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

RFQ/RFP SUBMISSION REQUIREMENTS

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

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

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

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

Or

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

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

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

Issuing Office

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

Inquiries

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

Incurring Cost

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

Rejection/Acceptance of Proposals

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

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

Addenda to RFP

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

Submission of Proposals

Each proposer must submit their proposal via ProcureWare by the date and time stated on the cover sheet. Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned to the proposer. Neither 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 the Consultant or any employee of the consultant without written permission of the City of Stamford. All the study material including the equipment purchased under the contract funds for the study must be turned over to the City of Stamford at the end of the study.

News releases, articles, brochures, prepared speeches and other information releases developed under this contract agreement or any subsequent contract or activity related there to, may not be made without the prior written approval of the City of Stamford.

Negotiated Changes

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

Contract Agreement

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

Insurance Requirements

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

Competition Intended

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

Tax Exempt

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

Sample Agreement

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

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

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

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

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

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

2. Non-Discrimination

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

(b) the contractor agrees, in all solicitations or advertisements for employees placed by or on

behalf of the contractor, to state that it is an "Affirmative Action-Equal Opportunity Employer" in accordance with regulations adopted by the CCHRO;

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

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

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

3. Subcontractors

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

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

GIFTS:

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

AGREEMENT

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

WITNESSETH

WHEREAS, The City solicited Request for Proposals No. _____ for _____ (hereinafter the “City’s RFP No. _____”);

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

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

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

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

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

Exhibit B – The Consultant’s Proposal;

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

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

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

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

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

or

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

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

Consultant Representative: _____

Title: _____

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

Key Personnel: _____

Title: _____

Title: _____

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

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

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

10. INDEMNIFICATION. The Consultant shall indemnify, hold harmless and, at the City's option, defend the City, its officers, agents and employees, from third party claims for loss, cost, damage, liability, and/or injury to or death of a person, including the agents and employees of the

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

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

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

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

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

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

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

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

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

19. TERMINATION.

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

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

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

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

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

- B. **TERMINATION FOR CONVENIENCE.** The City may terminate this Agreement at any time the City determines that the purposes of the distribution of monies under the

Agreement would no longer be served by the services provided. The City shall effect such termination by giving written notice of termination to the Consultant and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described Subsection A shall, at the option of the City, become property of the City. If the Agreement is terminated by the City as provided herein, the Consultant shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of the Consultant pursuant to the terms of the Agreement, less payments of compensation previously made, and subject to the City's right of set off for any damages pursuant to the terms of the Agreement;

20. DISPUTE RESOLUTION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute but one Agreement. Any signature on a copy of this Agreement or any document necessary or convenient

thereto sent by facsimile, PDF or other electronic format shall be binding upon such transmission and the facsimile, PDF or other electronic format copy shall be deemed an original for the purposes of this Agreement.

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

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: _____
_____, Mayor

Date: _____

Print:
Witness

CONSULTANT

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: _____

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:

_____ 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) ▶ _____		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 ▶
------------------	----------------------------	--------

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 2015

The Contract to be awarded is subject to Contract Compliance requirements mandated by [Sections 1a](#) and [1a](#) of the Connecticut General Statutes and when the awarding agency is the State [Sections 1a-7\(d\)](#) and [1a-12](#) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at [Section 1a-12 through](#) of the Regulations of Connecticut State Agencies which establish a procedure for awarding all contracts covered by [Sections 1a](#) and [1a-7\(d\)](#) of the Connecticut General Statutes.

According to [Section 1a-12](#) 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 1a](#) of the Connecticut General Statutes as a business wherein fifty percent or more of the capital stock or assets belong to a person or persons: Who are active in daily affairs of the enterprise who have the power to direct the management and policies of the enterprise and who are officers of a minority as such term is defined in subsection (a) of [Section 2\(n\)](#). Minority groups are defined in [Section 2\(n\)](#) of the Connecticut General Statutes as Black persons . . . Hispanic persons . . . persons who have origins in the Iberian Peninsula . . . Women . . . Asian Pacific Islanders and Pacific Islanders . . . an individual with a disability is also a minority business enterprise as provided by [Section 1a-12\(g\)](#) of the Connecticut General Statutes. The above definitions apply to the Contract Compliance requirements in virtue of [Section 1a-12](#) 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 affirmative action program complying with [Sections 1a-12 to 1a-17](#) of the Administrative Regulations of Connecticut State Agencies in (c) the bidder's promise to develop and implement a successful affirmative action plan
- (d) the bidder's submission of relevant statistical information contained in the following information:
 - For indicating that the location of its workforce is at or near a rural or urban area 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 1a-12](#) of the Contract Compliance Regulations.

CONTRACT ORDER FORM

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 bidder's compliance to [Sections 1a](#) and [1a-12](#) 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.

Definition of Small Contractor

[Section 1a-12\(g\)](#) C.G.S., 2011, C.T.T. defines a small contractor as a person 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 recent completed fiscal year and at least fifty percent of the ownership of which is held by a person or persons who are active in the daily affairs of the person and have the power to direct the management and policies of the person. It is noted that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subchapter and B of subdivision [1a-12\(g\)](#) C.G.S., 2011, C.T.T.

MANAGEMENT: Managers plan, organize, direct and control the major functions of an organization through subordinates who are at the managerial or supervisor level. They make major decisions and set objectives for the organization or departments. They are not usually directly involved in production or providing services. Examples include top executives, union 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 attraction 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 an organization 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, painting technicians and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: Clerical type work is included in this category. These jobs include the preparing, transcribing and resending 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 cartroll, 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 boiler makers, masons, fall trades, carpenters, construction laborers, electricians, plumbers and related trades, roofers, sheet metal workers, elevator installers, hazardous materials removal workers, painters and painters, painting, surfacing and taping equipment operators, drayage 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, air conditioning and refrigeration mechanics and installers, telecommunications line installers and repairers, heavy vehicle and mobile equipment service technicians and mechanics, small engine mechanics, security and fire alarm systems installers, electrical, 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, loading 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 truck machine feeders and offloaders, packers and packagers, hand trucking 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, religious stone, metal workers, painting workers, cementing, gluing machine operators and tenders, etchers, engravers, molders, shapers and masters, elect for metal and plastic and production workers.

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

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

Part I Bidder Information

<p>Company Name: Street Address: City State: Chief Executive:</p>	<p>Bidder Federal Identifier: Identification Number: Social Security Number:</p>
<p>Major Business Activity: Brief description:</p>	<p>Bidder Identification Response optional definitions on page 11</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 American Peninsula Individuals with a physical disability Female Bidder is certified as a 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 opportunity statement posted on company bulletin boards? Yes No</p>	<p>7. Do all of your contracts and purchase orders contain nondiscrimination statements as required by the provisions of a 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>Do you upon request provide reasonable accommodation to employees or applicants for employment who have physical or mental disability? Yes No</p>
<p>Do you notify all recruitment sources in writing of our company's affirmative action equal opportunity employment policies? Yes No</p>	<p>Does your company have a mandatory retirement age for all employees? Yes No</p>
<p>Do your company advertisements contain a written statement that you are an affirmative action equal opportunity employer? Yes No</p>	<p>If your company has 5 or more employees have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes No</p>
<p>5. Do you notify the Ct. State employment office of all employment openings with your company? Yes No</p>	<p>If your company has a retirement program do the affirmative action equal opportunity requirements of the affirmative standards of the Ct. Dept. of Labor? Yes No</p>
<p>Does your company have a collective bargaining agreement with workers? Yes No</p> <p>a. If yes do the collective bargaining agreements contain nondiscrimination clauses covering all workers? Yes No</p>	<p>2. Does your company have a written affirmative action plan? Yes No If no please explain.</p>
<p>Have you notified each union in writing of our company's policies under the nondiscrimination requirements of contracts with the state of CT? Yes No</p>	<p>Is there a person in your company who is responsible for equal opportunity? Yes No If yes give name and phone number:</p>

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

a. 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

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

PART III Bidder Demographic Information Date:

B C T O R	R O L L T O L	W O T (not of hispanic origin)		B L C (not of hispanic origin)		M I C		M I C or C F C L O R		M I C or L O T	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business Financial											
Marketing Sales											
Legal Consultants											
Computer Specialists											
Architecture/Engineering											
Office Equipment											
Bldg Grounds Cleaning/Maintenance											
Construction Installation											
Installation Maintenance Repair											
Material Moving Workers											
Production Operations											
Transportation											
Total One Year Ago											
FORM L T O B T R O T E R F O R F R T O M C T O R O R O W O B											
Apprentices											
Trainees											

NOTE: B C T O R C O B C O O O R O O O T O O O L O C O B O O O O R R O L C O C T O O R O T O O O O R C M O O O

<input type="checkbox"/> Which of the following recruitment sources are used by you? (Check Yes or No and report percent used)				2. Check Yes/No of the below listed requirements that you use as a hiring qualification Yes/No		<input type="checkbox"/> Describe below any other practices or actions that you take which show that you hire/train and promote employees without discrimination
<input type="checkbox"/> RC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> of applicants provided source			
<input type="checkbox"/> State Employment Service					<input type="checkbox"/> Work Experience	
<input type="checkbox"/> Private Agencies					<input type="checkbox"/> Ability to Speak or Write English	
<input type="checkbox"/> Schools and Colleges					<input type="checkbox"/> Written Tests	
<input type="checkbox"/> Newspaper Advertisement					<input type="checkbox"/> High School Diploma	
<input type="checkbox"/> Walk-ins					<input type="checkbox"/> College Degree	
<input type="checkbox"/> Present Employees					<input type="checkbox"/> Union Membership	
<input type="checkbox"/> Labor Organizations					<input type="checkbox"/> Personal Recommendation	
<input type="checkbox"/> Minority Community Organizations					<input type="checkbox"/> Height or Weight	
<input type="checkbox"/> Others (Please identify)					<input type="checkbox"/> Car Ownership	
					<input type="checkbox"/> Arrest Record	
					<input type="checkbox"/> Wage Garnishments	

Certification: Read this for and check your state/city on it CAREFULLY before signing. I certify that the state/city made me on this BIDDING CONTRACT COMPLIANCE MATTER. My/Our/RT 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 and submit to be declared in non-compliance with section 1a and related sections of the C.C.C., I.T.T.

<input type="checkbox"/> Signature	<input type="checkbox"/> Title	<input type="checkbox"/> Date Signed	<input type="checkbox"/> Telephone
------------------------------------	--------------------------------	--------------------------------------	------------------------------------

**REQUEST FOR PROPOSALS
SAFE ROUTES TO SCHOOLS
AND
ACCESS TO PUBLIC TRANSIT FACILITIES**

**THE RESPONSE MUST BE
RECEIVED BY 4:00 P.M.
OCTOBER 7, 2021**

**CITY OF STAMFORD
TRANSPORTATION, TRAFFIC AND PARKING BUREAU
888 WASHINGTON BOULEVARD
STAMFORD, CT 06901**

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1. GENERAL INFORMATION

1.1 INTRODUCTION

This Request for Proposals (RFP) is to solicit responses from experienced, responsible engineering consultants for developing concept plans, preliminary engineering design and final design for the Safe Routes to Schools and Access to Public Transit Facilities to improve pedestrian safety, traffic operation and flow. The consultant(s) selected is expected to complete the survey, preliminary engineering, semi final and final design plans, technical specifications and developing bid package(s) for this project on a schedule established by the City of Stamford and/or State Department of Transportation to meet the project funding deadlines. IT IS SUGGESTED THAT THE CONSULTANT(S) VISIT THE PROJECT SITES TO SUBMIT A REASONABLE PROPOSAL TO ADDRESS THE SCOPE OF THE PROJECT AND PROVIDE A THE COST PROPOSAL WHEN REQUESTED.

The consultant(s) must submit detailed description along with the response to this RFP on how all the tasks described in the Section 2.0 will be addressed. In addition the consultant(s) shall include in their response to this RFP a detailed description on any and all other tasks deemed necessary for completion of the preliminary engineering design.

The consultant(s) must complete the forms attached with this RFP in order to be considered for further evaluation in response to this RFP. Failure to do so will be considered as a NON RESPONSIVE response to this RFP.

1.2 KEY PERSONNEL

The personnel and commitments identified on any Consultant's proposal will be considered essential to the work to be performed under this RFP. Prior to diverting any of the specified individuals to other programs or changing the level of effort to the specified individuals, the consultant must notify the City of Stamford two weeks in advance in writing and will be required to submit justification, including proposed substitutions, in sufficient detail, to permit evaluation of the impact on the project. No changes shall be made by the consultant without prior written consent of City of Stamford. Replacement of personnel will be with personnel of equal ability and qualifications.

Any employee of the Consultant who in the sole opinion of the City of Stamford is unacceptable shall be removed from the project pursuant to the request of the City of Stamford. The consultant will have two weeks to fill the vacancy with another employee of acceptable technical experience and skills subject to the written approval of the City of Stamford.

1.3 PAYMENT

The consultant will bill City of Stamford after the completion of major sub-tasks as delineated in Section 2.0. Only those deliverables and services defined in this RFP and mutually agreed upon in the executed contract, and approved at the end of each task by

the Bureau Chief or his/her representative may be billed or paid. For all deliverables and services, the City of Stamford will reimburse the consultant ninety (90) percent of the total fixed cost for each task: ten (10) percent will be retained by the City of Stamford until completion and acceptance of all deliverables and services in each task.

1.4 PERFORMANCE WARRANTY

In performing services, consultant agrees to exercise professional judgment, made on the basis of the information available to consultant, and to use the same degree of care and skill ordinarily exercised in similar circumstances by reputable consultants performing comparable services. This standard of care shall be judged as of the time and place the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse client from paying for services rendered or result in liability to consultant

Notwithstanding prior acceptance by the City of Stamford of any deliverables under any contract resulting from this RFP, the consultant expressly warrants for one (1) year from date City of Stamford accepts completion of the work under this contract against all errors, all delivered documentation, reports and other items as properly functioning and in compliance with the terms of contract. Consultants will be required to correct all errors and design deficiencies within a week of notification by the City of Stamford of such deficiencies, or such longer periods as may be necessary using all diligence and dispatch as agreed upon by the City and the Consultant. If the consultant fails to repair an identified error, deficiency or defect within such period of time, then the City of Stamford may, at its option, correct it and the Consultant will be required to reimburse the City of Stamford for all costs incurred.

1.5 LOCATION OF PROJECT MANAGER

Due to the nature of this contract and the need for close liaison and coordination with the City of Stamford personnel and others, the consultant will be required to have a project manager accessible on a daily basis.

1.6 RESPONSIBILITY

The consulting firm is fully responsible for the accuracy of the project design work. The responsibility for accuracy of design does not end with final submission and acceptance of the plans, but is in the consultant's obligation to make any and all required design revisions and/or modifications to all documents which may arise at any time, if the revisions are due to negligence, errors or omissions in the consultant's design. The consulting firm may be required to reimburse the City for the expenses incurred by the City and/or the construction contractor to correct such negligence, errors or omissions.

1.7 PROJECT SCHEDULE

The Consultant must develop the project schedule and shall include all tasks and sub-tasks to complete the project design, which shall identify the resources associated with each of the sub-tasks. The project schedule must be submitted along with the response to

this RFP, and must indicate the personnel resources including the person hours of involvement associated with each of the tasks and subtasks.

The project cost schedule must be submitted within 72 hours of the request, only by the selected consultant(s); and only after the consultant is requested by the project manager. The Cost schedule shall indicate the personnel resources including the person hours of involvement associated with each of the task and subtasks.

1.8 REFERENCES

The consultant shall supply a minimum of three references for the completed work on similar projects in size and nature of this project. The references must include contact name, company name, telephone number and time period during which services were provided. If your firm has experience providing similar services to municipalities, it must be noted in this section, in the form of a reference. Failure to provide this information with your response will be considered as non-responsive and will not be considered for further evaluation of this RFP.

2.0 SCOPE OF SERVICES

The project is to develop and provide the City a complete survey of the project area, roadway design, with construction plans, and cost estimate. ***The scope of the project under this RFP is for developing design and construction plans to improve traffic safety, flow of Safe Routes to Schools and Access to Public Transit. School Areas identified with access deficiency for this project are as follows:***

- ***West Hill High School & Roxbury Elementary School (Figure 1)***
- ***Dolan Middle School & Toquam Elementary School (Figure 2)***
- ***Newfield Elementary School & AITE High School (Figure 3)***
- ***Scofield Magnet Middle School & Northeast Elementary School (Figure 4)***
- ***Stillmeadow Elementary School & Westover Elementary School (Figure 5)***
- ***Davenport Ridge, Turn of River, & Springdale Schools (Figure 6)***
- ***0.25 Mile Walkshed of CTTransit Bus Lines (Figure 7)***

The consultant(s) selected is expected to complete the survey, preliminary engineering, semi-final and final design plans, technical specifications and developing bid package(s) for this project on a schedule established by the City of Stamford and/or Federal/State Department of Transportation to meet the project funding deadlines. The plans and specifications shall conform to ConnDOT format, and a separate set of plans for each of the School Areas identified above shall be developed. The construction contract will be paid using pay items with the governing specifications of Form 818 of the Connecticut Department of Transportation. The consultant shall prepare special provisions for any modified item or items required but not covered in Form 818.

In the event of any ambiguity between the City's Request for Proposals and Consultant's proposal, then whatever shall be more favorable to the City of Stamford as determined by the City shall prevail and take precedence.

The field survey results must be submitted to the Traffic Engineer within ***sixty (60)*** calendar days from execution of contract agreement.

The proposal must address all necessary surveys for developing a practicable comprehensive engineering design and improvements to roadway geometry, with optimum utilization of the existing right-of-way.

The consultant shall provide complete **surveys, and concept design plans, with estimated itemized costs and quantities based on typical cross sections as a final draft** of the roadway alignment and geometry limited to sidewalk improvements must be completed within 60 calendar days after the completion of the filed survey, with the

neighborhood consensus, excluding the City of Stamford and other government agency review time.

The final preliminary design plans and other required documentation shall be completed and delivered within 60 calendar days after the city makes its decision on the draft plans or provides information on changes of those plans, excluding the review time by various agencies.

The project engineer shall meet with the Project Manager, Traffic Engineer, and Transportation, Traffic and Parking Bureau Chief in establishing design criteria, prior to the commencement of this contract.

A broad outline on various tasks of the project:

- Design the sidewalk shall satisfy and ***comply with Section 12 K of the Stamford Zoning Regulations***, and the sidewalk sections shall be free from any obstructions such as utility poles or other street furniture.

2.1. SURVEY AND PLANS FOR ENGINEERING DESIGN

FIELD SURVEY SHALL BE INITIATED ONLY WITH THE APPROVAL OF CITY PROJECT MANAGER

WHEN FIELD SURVEY IS REQUIRED Survey data must be collected using field surveys only at locations where the use of City's flight data with 1' contours are not adequate or not feasible to complete the design.

Also, the proposal must address all necessary surveys for improved sight distances within the existing right-of-way.

The consultant shall use the format of the City of Stamford, sufficiently detailed and complete for developing final design and specifications.

The consultant shall furnish the City with a comprehensive itemized and detailed estimate of cost of construction, including rights-of-way, demolition work wherever applicable, to complete the project.

The selected consultant must undertake the following surveys for detailed design.

2.1.1 PROPERTY LINE SURVEY

The survey must establish the property lines for all properties located along sidewalk areas using the flight information provided by the City.

Field survey may be required when property takes are anticipated. When such conditions arise the survey information is developed to file for City records.

2.1.2 TOPOGRAPHIC SURVEY

The survey must provide the topography within the longitude limits established and described in Section 2.1.1. ***The survey limits are limited to the center line of the street to five (5') behind the backside of sidewalk, where the field survey for sidewalks are required.*** The survey must include locations, of edges of pavements and the location of tress, stonewalls, and permanent street furniture within a ***survey corridor.***

The location of all overhead and underground utilities, utility pole numbers and ownership, location and elevations of manholes, hydrants, and other street furniture must be identified by the survey. The size and invert elevation of storm water drains and sanitary sewer lines and location shall also be furnished. Pavement contour plans of existing conditions at **one (1.0') foot** intervals shall be established for the entire survey corridor.

2.1.3 SURVEY RESULTS

The survey results including the flight information provided by the city shall be plotted at a scale of 1":20' horizontally.

2.1.4 REPORTS

If the drainage system under this project requires downstream drainage improvements to the adjoining sections, the consultant shall provide the design and all associated items and costs in order to complete the project. These must be identified separately from this project to facilitate City to build or upgrade the facility or to include this as a non-participating item of this project. This will be identified as an allowance item in your fee proposal.

2.1.5 COMMUNITY PARTICIPATION PROGRAM

It is necessary that a comprehensive and responsive community participation program be established. It is anticipated two (2) meetings will be held for each school area identified in the project.

A total of fourteen (14) public information meetings may be held during this project to discuss the proposed improvements. One meeting shall be held soon after completion of the concept plans to inform the public and solicit their input and suggestions. The second meeting shall be held soon after the completion of the Preliminary Engineering Design to inform the public of the engineering design to solicit their input regarding the project design. At the direction by the City of Stamford, the consultant shall provide a meeting moderator to conduct the two public information meetings.

The City of Stamford shall run all public information meetings. The City will arrange for the facility available at the Government Center or make all necessary arrangements for

the meetings to be held in the neighborhoods or for either fully virtual or hybrid meetings. The consultants arrange for necessary recording equipment for each meeting, attend, prepare the required information to make technical presentation as necessary at, and adequately document each meeting. The consultant shall one (1) copy of typed transcripts of each of the subject project's public meetings along with actual recording of the meeting and a PDF of the transcript, within 72 hours of the meeting..

The City will develop the Legal Notice to be published in the local newspaper. The notice shall describe the purpose of the meeting, the information which attendees will need to know to be prepared for the meeting, and name of the contact person from whom further information can be obtained.

The City will publish the meeting announcements in the local newspaper at least ten (10) days prior to the scheduled date of each meeting.

2.1.6 PRELIMINARY ENGINEERING DESIGN

The consultant shall incorporate all approved changes to the concept plans by the City and prepare drawings to the scale specified in section 2.1.3. ***and complete*** all drawings, reports, and associated documents to the City within eight weeks after receiving comments on the concept plans.

Design plans must include separate sheets for each utility depicting the test pit locations with test results along with all associated information in resolving the utility conflicts done in consultation with all utilities in the project area. Consultant shall be responsible for organizing utility meeting in each project area.

The consultant shall deliver one (1) set PDF of all subsections outlined in Section 2.9.

All design drawings must be furnished to the City in electronic media format as described below:

1. All files shall be produced using the latest version of AUTOCAD, and must be in the original drawing files (*.DWG)
2. Limits of the drawing shall be set so that the design drawings are plotted at a scale of 1” : 20’ adopted by the City of Stamford.
3. Dimension text shall be of a size appropriate so that all dimensions can be included between extension lines.

Layer names, layer colors, line types, standard legends, formats etc., will be determined by the City prior to preliminary design.

The consultant must provide the City of Stamford with an electronic copy of all documents in Microsoft products such as Word, Excel, drawings in AUTOCAD in DWG format. In addition the consultant shall provide the entire submission is a PDF format,

including preliminary engineering reports, drainage reports, design reports, new starts criteria reports and all supporting addendums and appendices.

2.2 COORDINATION

The selected consultant shall, as part of this "scope of services", provide the City with the necessary coordination with the impacted property owners so as to ensure that the proposed designs are implementable. The consultant shall complete the formalities for the City to obtain all necessary permits, and approvals from the Stamford ENGINEERING BUREAU, Stamford Environmental Protection Board, and other local, state and federal government agencies required for the project construction

2.3 MEETINGS

The consultant is required to attend meetings scheduled by all public agencies related to the project, or meetings requested by the project manager. The fee schedule shall be based on number of meetings and not the number of persons on the consultant team or man-hours incurred attending each of the meetings. Also, the consultant is responsible for preparing the minutes of the meeting, and shall deliver the minutes within 72 hours of each of the meetings.

2.4 TAKING EASEMENT MAPS AND DESCRIPTION

The consultant shall prepare all required temporary contract easements maps, permanent roadway easement maps, and taking maps for all properties and land strips to be acquired for this project. All maps and descriptions must be prepared by a Land Surveyor licensed to practice in the State of Connecticut, and must conform to Federal, State and/or the City of Stamford Standards and must be suitable for filing in the City of Stamford, Connecticut Land Records.

2.5 SEMIFINAL DESIGN

The consultants shall incorporate all changes approved by the City to the preliminary engineering design. The consultant shall prepare/assimilate all reports; itemized cost estimates with quantities; technical specifications; construction schedules; coordination efforts; traffic management plans (maintenance and protection of traffic) with minimal impact to current traffic operations, flow and public safety; grading plans; sedimentation and erosion control plans; construction staging plans; etc. Also, the consultant shall identify the construction staging areas for this project.

2.6 FINAL DESIGN

The consultants shall incorporate all changes approved by the City to the semi-final engineering design. The consultant shall prepare/assimilate all reports; itemized cost estimates with quantities; technical specifications; construction schedules; coordination efforts; traffic management plans (maintenance and protection of traffic) with minimal

impact to current traffic operations, flow and public safety; grading plans; sedimentation and erosion control plans; construction staging plans; etc. Also, the consultant shall identify the construction staging areas.

The technical specifications shall include details on material standard, strength requirements to compare with Standard Codes, etc.

Preparation of additional plans, when directed by the City, and design modifications during construction phase will be compensated at the rate provided in the financial supplement. The consultant shall negotiate the details on the additional work in consultation with the City prior to submission of written request or documentation for additional work.

2.7 SHOP DRAWING REVIEW

The consultant shall review all shop drawings for specialty products, if and when proposed in the project.

2.8 ADDITIONAL PROFESSIONAL SERVICES

The consultant shall be compensated for any additional work required in the design process only when approved by the City. Failure or oversight to identify tasks and subtasks involved in the design process, or under estimation of man hours required to complete the subtasks, negligence and errors by the consultants will not be compensated.

2.9 SUBMISSION REQUIREMENTS

The cost proposal developed by the consultant shall include all costs associated with all aspects in developing plans and specifications, provided in electronic format.

A list of typical design tasks and submission requirements for ConnDOT's review and comments for roadway and structure on each phase of design submissions are as follows:

PRELIMINARY ROADWAYS DESIGN PHASE (35% design completion)

- Plans
- Preliminary Design Report
- Drainage Design Check List
- Hydrant Report
- Proposed Exploration Program
- Proposed Itemized Construction Cost Estimate
- List of Affected Property Owners

FINAL ROADWAY DESIGN PHASE

DRAINAGE DESIGN SUBMISSIONS if required will be submitted as 50% completion of the design. It shall include:

- Plans
- Drainage Computations with Contour Maps
- Drainage Design Check List

SEMI-FINAL DESIGN SUBMISSIONS (60-70 % design completion)

- Plans
- Semi-Final Draft Report
- Drainage Computations with Contour Maps if requested
- Roadway Soil Report if and when needed
- Maintenance and Protection of Traffic Specifications and Sequence and Limitations of Operations
- Cost Estimate
- Drainage Design Check List

FINAL PLANS FOR REVIEW SUBMISSIONS (85-90% Design Completion)

Plans

Special Provisions

Proposed Estimate

Design Statement

Calendar Pay Check

Soil and Foundations Report

Hydrants Report

Final Drainage Computations and Check List

Computations and Quality Estimate

Construction Cost Estimate

Quality Contract Check List

The final submission shall incorporate all the comments identified by all the reviewers for the project to be bid. The consultant must refer to State Department of Transportation, Consulting Engineers Manual for further details prior to submitting a proposal on this project.

3.0 PROPOSAL INSTRUCTIONS

The City advises the consultant to follow the guidelines given below for an efficient evaluation and selection process.

3.1 CONTENT AND FORMAT

A proposal is to be submitted in four (4) parts:

- A letter of transmittal
- Technical response which includes qualifications and work plans
- Consultants qualifications, representatives, and

The letter of transmittal, technical response and the consultant's qualifications and representations are to be submitted along with each copy of the proposal. The name of the Consultant must appear on the outside front cover of each copy of the Qualification.

1. ELECTRONIC PROPOSAL SUBMISSION

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.

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 consultant selected, the consultant will accomplish this need by insertion of the updated pages submitted for all copies. All new or corrected pages must show the date of revision and indicate the portion of the page which has been changed. 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 substitution of sub-consultant or staff.

3.2 LETTERS OF TRANSMITTAL

- The cover letter must specify the following:
- The name and address of the Consultant

- Name, title and telephone number of the individuals within the firm who is authorized to commit the company to this contract.
- The name, title and telephone number of the individual whom City of Stamford should contact regarding questions, and clarifications.
- The corporation name and address of all proposed sub-consultants.
- The letter should also include a brief discussion of the respondent's background, experience, and ability to perform tasks in accordance with the Scope of Services.
- The Consultant's offer must remain in effect for ninety (90) days after acceptance of the Consultant's proposal by the City.

3.3 TECHNICAL RESPONSE FORMAT

SUMMARY

The summary must include the significant features of proposal including technical approach, Consultant's experience, and project team. It must include all background information related to the Consultant's understanding of the requirements and procedures adopted by the City for successful completion of this project.

PROJECT MANAGEMENT PLAN

The project management plan shall include sufficiently detailed information to identify the Consultant's proposed organization, responsibilities and internal reporting requirements. Where sub-consultants are to be used, the specific tasks and control elements on sub-consultant's performance must be specified.

Finally, the project management plan must show the relationship between the Project and other corporate commitments, the provision for backup personnel and the total corporate resources potentially available to this project.

PROJECT STAFF

A detailed resume must be included for each individual whom the Consultant proposes to assign or commit to the project. Where individual resumes for backup or non-assigned personnel are included, they must be clearly marked as "SECONDARY RESOURCES".

The Consultant will categorize each individual according to Personnel categories such as Project Management, Project Analyst, Field Supervisor, Field Workers, Clerical Staff, etc. For each individual whom the Consultant proposes to assign to the project, the Consultant must designate the individual's status such as full time regular employee, part time regular employee, consultant, etc., and must specify the number of years that the individual has been employed by the Consultant.

Identify the staff member to be assigned to the project under each job category for each task or sub task and include the hours associated for all the tasks and/or sub tasks detailed in the project schedule shall be provided as an Appendix to the project schedule.

EXPERIENCE AND CAPABILITIES

This section shall include detailed information regarding previous projects successfully completed by the Consultant and general information related to offering organization to allow City of Stamford to assess overall capabilities.

The total number of full time employees and total number of professional employees in the offering organization shall be specified. Do not include part time employees or consultants. In the event that sub-consultants are proposed, this information should be included for each.

FINANCIAL CAPABILITIES

The consultant shall include an annual report for the previous year and banking references. In addition, if Consultant plans to have the revenues from this contract assigned to any bank or other institution, the reason for such assignment must be specified and the assignee designated. The above information is requested only from those consultants who have not worked on City of Stamford projects in the past three years.

APPENDICES

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

3.4 FINANCIAL SUPPLEMENT FORMAT

The financial supplement contains the consultant design fee proposal, and shall be submitted only by the selected consultant(s) when requested to do so. The costs of all phases must be separately identified and summarized by the tasks and subtasks.

Personnel Costs must contain the names of all individuals by job category, who will be assigned to the project. The number of estimated hours and the hourly rate for each individual must be indicated and extended to indicate the cost of each individual and summarized to arrive at the total personnel costs, and the Connecticut Department of Transportation approved multipliers if available.

Travel Per/Diem (If Applicable)

This section must summarize all estimated travel costs of project staff to and from the City of Stamford office in Stamford and the cost of food and lodging for the project staff required for the on-site work required at City of Stamford offices.

Printing/Reproduction

The costs of printing and reproducing all required reports and procedural material must be specifically identified and summarized.

Taking Maps

The cost for each taking map shall be presented as a separate line item, and shall not be included in the total project cost.

Miscellaneous

Any category of tasks or sub tasks not included in the sample project task details attached in the RFP must be specifically identified and summarized in this section.

In addition, totals must be indicated for each major area of work.

4.0 PROPOSAL EVALUATION

4.1 EVALUATION METHODOLOGY

Proposals submitted in response to this RFP will be evaluated by the evaluation committee. This committee will comprise technically qualified personnel from the Office of Operations, and/or Purchasing Department of the City of Stamford.

Evaluation will be a two-step process. First, all technical proposals will be evaluated based upon the criteria shown in Section 4.2. Each proposal will be assigned a numeric score in this evaluation. Oral presentation may be required in order to clarify any issue and to provide additional insights into the Consultant's proposal. The financial supplement of the technical proposal shall be submitted only after the City of Stamford requests from the consultant(s) meeting the requirements of the City of Stamford which will then be evaluated based upon the criteria shown in Section 4.2.

The prime responder shall demonstrate with at least two (2) similar projects completed/awarded within the past five (5) years. Number of projects completed/awarded similar work comparable to the RFP within at least five ten (10) years shall be listed, and will get extra credit during evaluation. Additionally sub-Integrators identified with at least one (1) federal project completed in the last five (5) year will get extra credit during evaluation.

4.2 TECHNICAL EVALUATION

City of Stamford and the Office of Operations will evaluate the technical proposals on the following basis:

4.2.1 CORPORATE EXPERIENCE AND CAPACITY (TOTAL 10 POINTS)

Corporate experience will be evaluated based upon project experience; related technical experience; and overall corporate capacity.

Project Experience:

Project experience will be evaluated based upon the quality of work in analysis, design or implementation of similar work.

Capacity:

Resources will be evaluated based on the total resources assigned or committed to the project.

4.2.2 COMMITTED STAFF AND PROJECT ORGANIZATION (TOTAL 60 POINTS)

Project staff will be evaluated based upon related project experience and assignment, qualifications of the project manager, technical skills of the project team and proposed project organization and management plans.

Related Project Experience:

The project staff will be given points based upon experience and other related systems with credit given to design, management analysis, technical analysis, programming, training and implementation.

Project Manager:

The proposed project manager will be evaluated based upon past project experience. Full credit will only be given to project managers who have managed similar projects in terms of size and complexity, scope and functional areas.

Technical Skills:

Technical skills will be evaluated similarly to the related technical experience shown previously with the same criteria regarding employee status as outlined above.

Project Management Plan and Organization:

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

4.2.3 UNDERSTANDING OF WORK TO BE PERFORMED (25 POINTS)

The Consultant's understanding of the work required to successfully complete the project will be evaluated based upon the following:

Consultant's demonstrated understanding of the City of Stamford's problems and potential solutions.

Consultant's technical approach to each task outlined in Section 2.0 including example reports, documentation previously prepared and other deliverables from previous projects related to describing how he/she/it will perform the task and the end product which City of Stamford can expect.

4.2.4 FINANCIAL CAPABILITIES (5 POINTS)

Financial capability to perform all work required for the project will be evaluated based upon the expected cost of the project, total corporate revenue and reserves, and expected payment schedules.

5.0 SELECTION

Each Proposal will be evaluated in accordance with the Section 4.0 of this RFP by a Selection Committee. Proposals will not be publicly opened. Proposal evaluation, negotiation and selection process will be kept strictly confidential throughout the process.

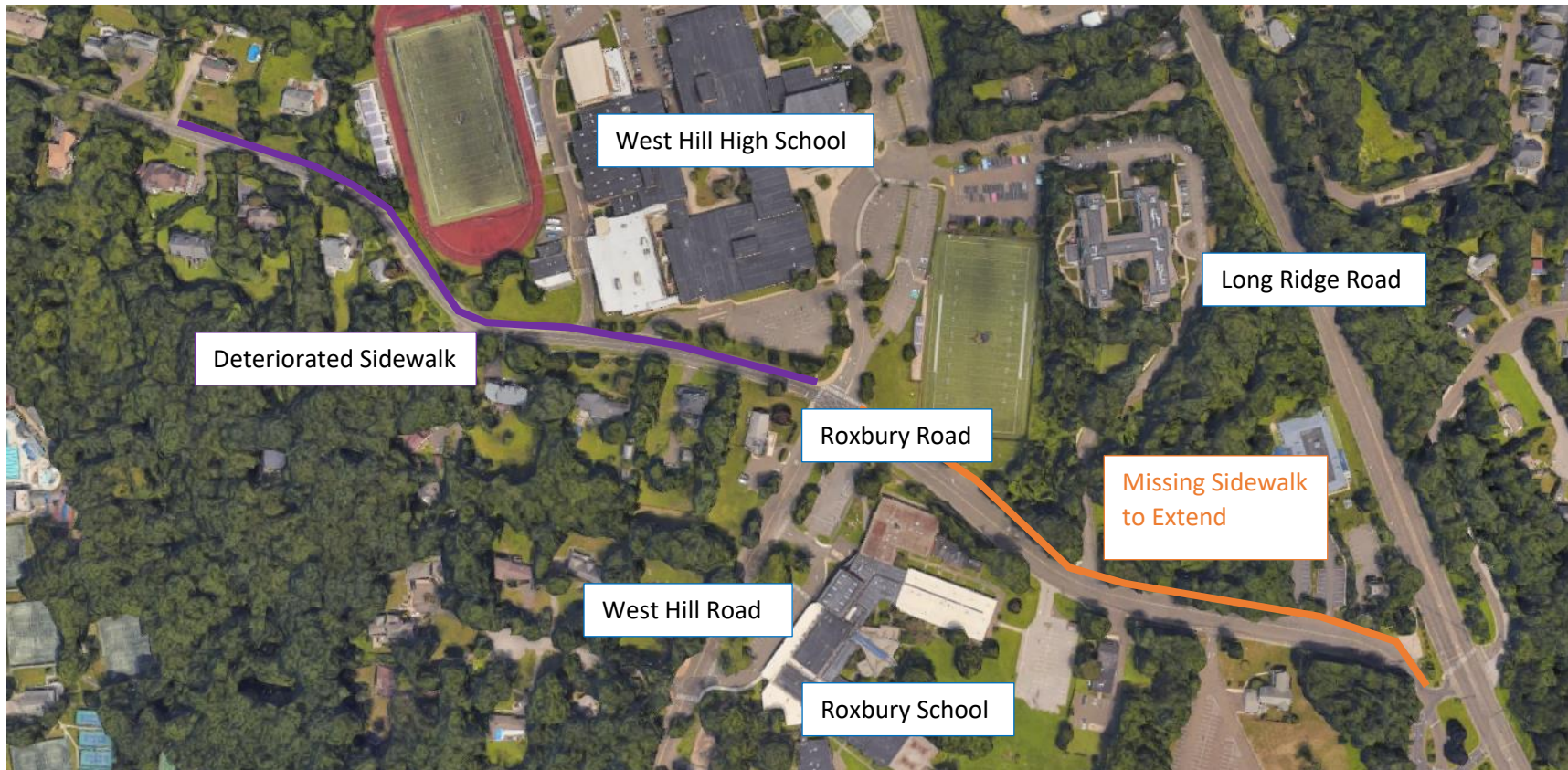
Information on the submitted proposals including the financial aspects will not be provided to any consultant about any of the proposals from the other consultant.

Based on the proposed evaluation, the Selection Committee may short list the proposals to a maximum of three (3) consulting firms for presentation of the project to the Selection Committee, if and when there is a need for it.

During the presentation the proposer shall clarify the questions that the Selection Committee member might have in addition to responding to conditions, exceptions, reservations or understanding of the proposal.

At the completion of the interviews, the selection committee will rank the firms interviewed in accordance with their determination of which firm is most competent and compatible to do the work. The firm deemed most qualified will then enter into discussions with the City to determine a detailed scope of services after which the contract terms and fee will be negotiated for the design services. If agreement on contract terms and fee cannot be reached, the negotiations with that firm will be formally terminated and the firm ranked second will be invited in for scoping and contract negotiations.

Figure 1: West Hill High School and Roxbury School Pedestrian Access Improvements Concept Plan



Color Key

Missing Sidewalk to Extend

Deteriorated Sidewalk

Figure 2: Dolan Middle School and Toquam Magnet School Pedestrian Access Improvements Concept Plan



Color Key

Missing Sidewalk to Extend

Deteriorated Sidewalk

Figure 3: Newfield Elementary and AITE High School Pedestrian Access Improvements Concept Plan

Color Key
Missing Sidewalk to Extend

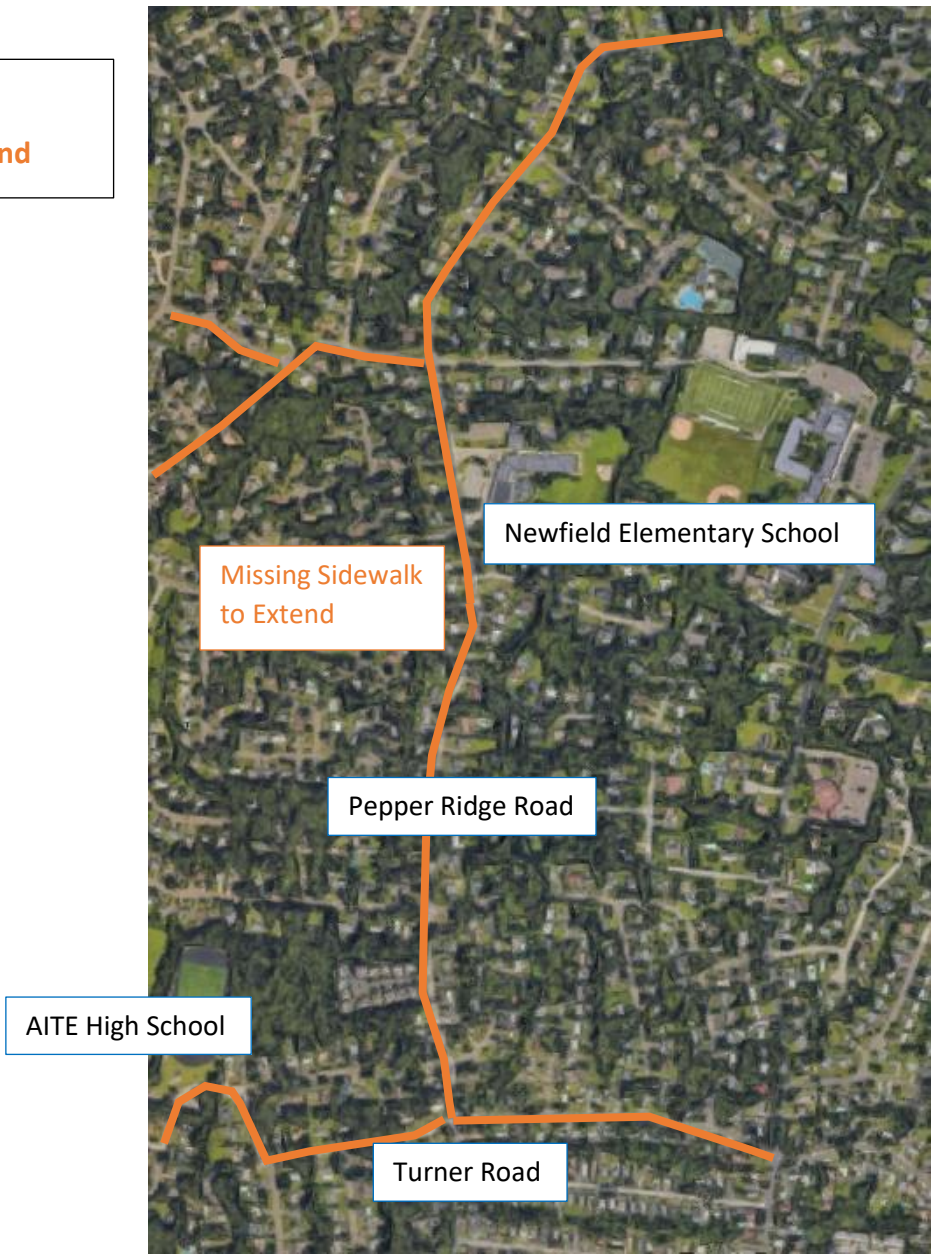


Figure 4: Scofield Magnet and Northeast Elementary School Pedestrian Access Improvements

Color Key

- Missing Sidewalk to Extend
- Deteriorated Sidewalk



Figure 5: Stillmeadow and Westover Elementary Schools Pedestrian Access Improvements



Color Key

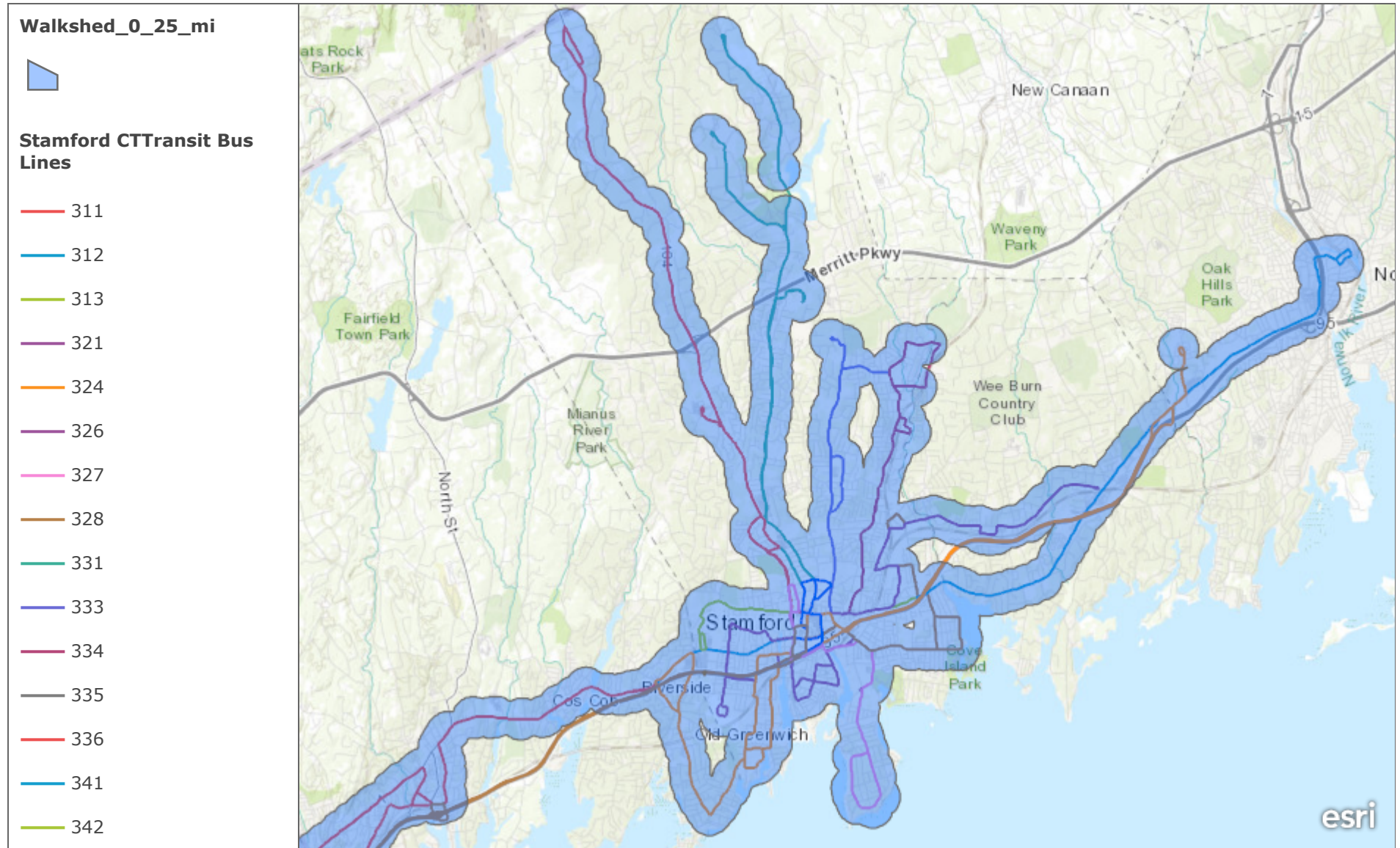
- Missing Sidewalk to Extend
- Deteriorated Sidewalk

Figure 6: Davenport Ridge, Turn of River, and Springdale Schools Pedestrian Access Improvements



Figure 7: .25 Mile Walkshed of CTTransit Bus Lines

My Map



County of Westchester, UConn/CTDEEP, Esri, HERE, Garmin, USGS, NGA, EPA, USDA, NPS

CITY OF STAMFORD
INSURANCE REQUIREMENTS
Design Services for
Safe Routes to Schools and Public Transit Facilities

The Consultant 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 Consultant and the City of Stamford;
 - (c) Operations liability;
 - (d) Broad form property damage coverage;
 - (e) Personal injury and advertising liability;
 - (f) City of Stamford and its employees, agents and officers designated as additional insureds;
 - (g) Policy shall be underwritten on an occurrence basis.
4. Commercial automobile liability insurance, which contains minimum limits of liability of \$1,000,000 per accident, and contains, at a minimum, the following coverage provisions:
 - (a) Coverage for all owned, non-owned and hired vehicles;
 - (b) City of Stamford and its employees, agents and officers designated as additional insureds.
5. Professional liability insurance, which covers the services to be provided pursuant to the Agreement between the City of Stamford and the Consultant. The minimum limit of liability shall be \$1,000,000 per claim or per incident and in the aggregate.

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

AFCORP.		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			
	X	COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG \$2,000,000			
		CLAIMS MADE				X	OCCUR	PERSONAL & ADV INJURY \$1,000,000	
	OWNER'S & CONT PROT					EACH OCCURRENCE \$1,000,000			
						FIRE DAMAGE (Any one fire) \$XXX,XXX			
						MED EXP (Any one person) \$XXX,XXX			
A	AUTOMOBILE LIABILITY		XXXXXXXXXX	XX/XX/XX	XX/XX/XX				
	X	ANY AUTO				COMBINED SINGLE LIMIT \$1,000,000			
		ALL OWNED AUTOS				BODILY INJURY (Per Person) \$			
		SCHEDULED AUTOS				BODILY INJURY (Per Accident) \$			
		HIRED AUTOS				PROPERTY DAMAGE \$			
		NON-OWNED AUTOS							
GARAGE LIABILITY					AUTO ONLY - EACH ACCIDENT \$				
	ANY AUTO				OTHER THAN AUTO ONLY:				
					EACH ACCIDENT \$				
					AGGREGATE \$				
EXCESS LIABILITY					EACH OCCURRENCE \$				
	UMBRELLA FORM				AGGREGATE \$				
	OTHER THAN UMBRELLA FORM				\$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		XXXXXXXXXX	XX/XX/XX	XX/XX/XX	X	STATUTORY LIMITS \$		
	EMPLOYERS' LIABILITY					EACH ACCIDENT \$500,000			
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:					X	INCL	DISEASE - POLICY LIMIT \$500,000	
							EXCL	DISEASE - EACH EMPLOYEE \$500,000	
C	Professional Liability		XXXXXXXXXX	XX/XX/XX	XX/XX/XX	\$1,000,000 per occur/aggregate			
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:									
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.									
CERTIFICATE HOLDER				CANCELLATION					
City of Stamford 888 Washington Boulevard Stamford, CT 06904				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, INSURANCE COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.					