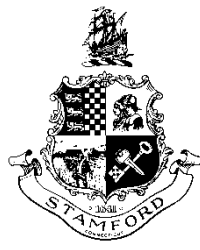


MAYOR
DAVID R. MARTIN



PURCHASING MANAGER
ERIK J. LARSON

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

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

REQUEST FOR QUALIFICATIONS No. 792

Broad Street Corridor Safety Improvements Design

Date Issued	January 23, 2020
Proposals Due	March 5, 2020 @ 4:00 P.M.
Submit To	City of Stamford Purchasing Department 888 Washington Boulevard Stamford, CT 06904-2152
Attention	Erik J. Larson Purchasing Agent
Pre-Proposal Meeting	N/A
Mandatory	
Number of Copies Required	
# Original	1
# Copies	5
# USB	2
Name saved file as	<i>Proposer Name</i> Response to Stamford RFP No. <i>XXX</i>

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, with a tab or sticker, your fee proposal sheet(s), as well as your bid bond pages if applicable.

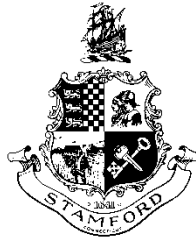
Bids/Proposals must be received in hard copy in the Purchasing Department by the due date and time in order to be considered. Please be advised that the Purchasing Department does not accept bids or proposals by email or fax. More Information: (203) 977-4108, (203) 977-4107 or (203) 977-4994.

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

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.

MAYOR
DAVID R. MARTIN



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

CITY OF STAMFORD
OFFICE OF ADMINISTRATION
888 WASHINGTON BOULEVARD
P.O. BOX 10152
STAMFORD, CONNECTICUT 06904-2152
(Rev. 9-1-17)

Notification to Bidders

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

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

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

2. Non-Discrimination

(a) The contractor agrees and warrants that in the performance of the contract, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. If the contract is for a public works project, the contractor agrees and warrants that it will make good faith

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

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

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

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

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

3. Subcontractors

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

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

GIFTS:

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

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

AGREEMENT

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

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

WITNESSETH

WHEREAS, the City of Stamford solicited Request for Proposals # _____ for _____; and,

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

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

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

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

3. TIME OF COMMENCEMENT AND COMPLETION OF WORK. The Contractor shall commence the work hereunder upon the execution of this Agreement by both parties and shall substantially complete said work by _____. It is agreed and understood that time is of the essence and that Contractor's failure to substantially complete the work within the period allowed shall constitute a breach of this Agreement. Contractor's sole remedy for delays shall be an extension of time to complete the work and Contractor hereby waives any claims for consequential damages, including, but not limited to, principal office expense, loss of financing, reputation and/or lost profit.

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

5. INDEMNIFICATION. The Contractor shall indemnify and hold harmless The City, its officers, agents and employees, from loss, cost, damage, injury, liability, and claim for injury to or death of a person, including employees of The Contractor or loss of or damage to property, resulting directly or indirectly from The Contractor's negligent performance pursuant to this Agreement, or by any omission to perform some duty imposed by law or this Agreement upon

The Contractor, its officers, agents and employees. The foregoing indemnity shall include reasonable attorneys' fees and costs of suit, if applicable, and shall not be limited by reason of any insurance coverage required pursuant to this Agreement;

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

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

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

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

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

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

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

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

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

15. TERMINATION.

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

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

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

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

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

16. DISPUTE RESOLUTION.

A. **EXECUTIVE MEETING.** The parties shall endeavor to resolve all claims, disputes, or other matters in controversy arising out of or related to this Agreement ("Claims")

through a meeting of the chief executives of each party, or their respective designees (“Executive Meeting”).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. FEDERAL AWARD PROVISIONS. (to be modified as required)

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 shall address termination for cause and for convenience by the City of Stamford including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The City of Stamford must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract shall be conditioned upon the acceptance of the wage determination. The City of Stamford shall report all suspected or reported violations to the Federal awarding agency. The contracts shall also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City of Stamford shall report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the City of Stamford in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

(K) See § 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

23. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

If permitted, the prime contractor, if subcontracts are to be let, shall take the affirmative steps listed in paragraphs (1) through (5) of this section to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Remainder of Page Intentionally Left Blank.

Signature Page Follows

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

Signed, sealed and delivered in the presence of:

CITY OF STAMFORD

Witness
Print:

By _____
David R. Martin, Mayor

Date: _____

THE CONTRACTOR

Witness
Print:

By _____

Date: _____

Approved as to Form:

Approved as to Insurance:

Chris Dellaselva
Asst. Corp. Counsel
Date: _____

David S. Villalva
Risk Manager
Date: _____

Contractor's Statement

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

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

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

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								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table>					-	-	-	-
-	-	-	-					
or								
Employer identification number								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table>					-	-	-	-
-	-	-	-					

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 09/3/15)

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) **Definition of Small Contractor**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART 1 – Bidder Information

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

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

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

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

PART IV - Bidder Employment Information

Date:

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

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

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
-------------	---------	---------------	-------------

BROAD STREET CORRIDOR SAFETY IMPROVEMENTS DESIGN REQUEST FOR QUALIFICATIONS

Introduction

This Request for Qualifications (RFQ) is to seek an experienced multi-disciplinary engineering consultant to provide design services to design of the City of Stamford's Broad Street Corridor Safety Improvements between Atlantic Street and Greyrock Place. The selected consultant is to provide survey, concept plans, preliminary design, final design plans, and specifications and bid documents for the project. The consultant may also be asked to perform construction inspection activities for the project. The schedule for the project should meet the deadlines outlined in the attached grant application package. Proposers are advised that this contract will be subject to federal contract compliance requirements.

The words "contractor," "firm," "proposer," "offeror," "designer," and "consultant" are used interchangeably in this RFQ.

Issuing Office

This RFQ is being issued by the Purchasing Department of the City of Stamford on behalf of the Transportation, Traffic and Parking Bureau, hereinafter referred to as the "City." The issuing officer is the Purchasing Agent or his designee.

Inquiries

All technical inquiries regarding this RFP must be in writing and must be addressed to:

Frank W. Petise, P.E.
Traffic Engineer
Transportation, Traffic & Parking
City of Stamford
Government Center
888 Washington Boulevard, 7th Floor
Stamford, CT 06901
203-977-4124
fpetise@stamfordct.gov

The deadline for submitting questions related to this RFP is Thursday, February 20, 2020. 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 Proposal/Qualifications

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 RFQ.

This RFQ is not an offer to contract. Acceptance of a Statement of Qualifications neither commits the City of Stamford to award a contract with any firm, even if all requirements in this RFQ 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 RFQ

Amendments to this RFQ 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 Qualifications

Each consultant must submit one original and five (5) copies and digital PDF copies on two (2) flash drives of the Statement of Qualifications in a sealed envelope bearing on the outside the name of the firm, full address, name of the project for which the proposal is submitted and the date and time the proposal is due to:

Erik Larson
Purchasing Manager
City of Stamford
Purchasing Department
888 Washington Boulevard
Stamford, CT 06901
Attn: Statement of Qualifications for the Design of
Broad Street Corridor Safety Improvements
Between Atlantic Street and Greyrock Place

These Statements of Qualifications must be received by the City no later than Thursday, March 5, 2020, at 4:00 p.m. Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned to the proposer. Neither faxed nor emailed RFQ responses will be accepted as qualified RFQ submission.

Proprietary Information

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

Independent Project Cost Determination and Gratuities

By submission of the qualifications, the consultant 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 restrictive competition.

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

Prime Project Responsibility

Consultants responding to this RFQ must clearly explain and identify, in detail, which company will be the lead party. It must be clearly understood that the lead party will enter into a contract with the City of Stamford. All other parties will be considered subcontractors or sub consultants to the lead party. Regardless of which consultant performs the work, the lead party is ultimately responsible for the performance of all contract work.

Availability of Funds

The contract award under this RFQ is contingent upon the availability of funds to the City of Stamford for this project. In the event that funds are not available, any contract resulting from this RFQ 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 RFQ may be terminated by the City of Stamford whenever: the Consultant, in the sole opinion of the City, is in default in the performance of the contract and shall fail to correct such default within the period specified by the contracting officer in a notice specifying default; or, the contracting office shall determine that termination is in the best interest of the City of Stamford.

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

- Stop all work;
- Assign to the City of Stamford all rights, title and interest in the work being developed;
- Deliver forthwith to the City of Stamford all completed work and work in progress, including electronic files;
- Preserve and protect, until delivery to the City of Stamford, all materials, plans, and documents related to this contract, which, if the contract had been completed, would have been furnished to the City of Stamford or necessary for the completion of the work.

Ambiguity in the Request for Qualifications (RFQ)

Prior to submitting the qualifications, the contractor is responsible to bring to the City's attention any ambiguity in this RFQ. 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 RFQ and the proposer's submittal, 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 RFQ.

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 proposer without written permission of the City of Stamford.

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

Prime Consultant Responsibility

Vendors submitting proposals to this RFQ may utilize the services of sub-consultants. If sub-consultants or partners are planned to be used, this should be clearly explained and identified in the proposal along with the qualifications of such individuals. The relationship to any “parent firm” or subsidiary firm, with any of the parties concerned, must also be clearly defined.

All key personnel must be identified by name and title in a project organization chart. The key personnel identified on the organization chart must provide a resume indicating the experience of that person.

Consultant and sub-consultant firms must be professionally registered to conduct their business in the State of Connecticut. The prime Respondent will be responsible for the entire contract performance whether or not sub-consultant or partner is to perform. All corporate information required in this RFQ must be included for each proposed sub-consultant or partner. Under this RFQ, the City of Stamford retains the right to approve all sub-consultants.

Key Personnel

The personnel and commitments identified on any Respondent’s proposal will be considered essential to the work to be performed under this RFQ. Prior to diverting any of the specified individuals to other programs or changing the level of effort of the specified individuals, the Respondent must notify the City of Stamford fourteen (14) days in advance and will be required to submit justification, including proposed substitutions, in sufficient detail, to permit evaluation of the impact on the project. The selected Consultant will make no deviation without the prior written consent of the City of Stamford. Replacement of personnel will be with personnel of equal ability and qualifications.

Any employee of the selected 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 fourteen (14) calendar days to fill the vacancy with another employee of acceptable technical experience and skills subject to the written approval of the City of Stamford Transportation, Traffic and Parking.

The City shall have the right to reject or terminate any of the staff provided by the Consultant with 24 hour notice, and the Consultant shall be able to provide immediate, temporary replacement and within 30 days, provide permanent replacement.

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. Additional services shall be negotiated prior to their performance or acceptance by the City of Stamford Transportation, Traffic and Parking Bureau. A formal executed change order issued by the City of Stamford shall be the only authorization to proceed.

Contract Agreement

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

Payment

The Consultant may bill the City of Stamford based on submission of monthly invoices in a format acceptable to the City of Stamford Transportation, Traffic and Parking Bureau. Invoices shall be based upon the percentage of the design completed during the billing cycle, and qualifying direct costs (with appropriate back-up documentation: time sheets, sub-contractor invoicing, etc.) accepted by the City of Stamford Transportation, Traffic and Parking Bureau.

Performance Warranty

Notwithstanding prior acceptance by the City of Stamford of any deliverables under any contract resulting from this RFQ, the Consultant expressly warrants for one (1) year from the date the City of Stamford accepts completion of the contract, against all errors, omissions and design deficiencies, all delivered documentation, reports and other items as properly functioning and in compliance with the terms of the contract. Consultants will be required to correct all errors, omissions and design deficiencies within two (2) weeks of notification by the City of Stamford of same, 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, omission, deficiency or defect within such period, 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.

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 RFQ 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 RFQ 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.

Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (§200.321)

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

(b) Affirmative steps shall include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Responses

Required Format:

The qualifications statement must contain the following information:

1. Letter of interest;
 - a. The name and address of the prime Consultant.
 - b. Name, title and telephone number of the individuals within the firm authorized to commit the company to this contract.
 - c. The name, title and telephone number of the individual the City of Stamford should contact regarding questions, and clarifications.
 - d. The corporation name and address of all proposed sub-consultants.
2. General information (i.e. brochures) on the consultant and proposed sub-consultants including description of current workloads;
3. Statement summarizing the experience of the consultant and any proposed sub-consultants, including at least five references and summaries of comparable projects (type, scale and scope) performed within the last five years that demonstrate knowledge and expertise in transportation engineering, transportation planning, and/or transportation program management.
4. Statement describing the organizational framework for this project, including clear identification of the lead consultant, project manager, and sub-consultants (if any). The roles and responsibilities of each sub-consultant (if any), identification of DBE contractor (if any), and disclosure of any shared interests among the firm and proposed sub-consultants, e.g. parent-subsidiary, joint ventures, formal affiliations, etc.
5. Narrative that describes the suggested service delivery approach and addresses the goals and objectives stated in the scope of work;
6. Resumes of key personnel to be assigned to this project and the amount of time they will devote to project activities;
7. Proof of Connecticut DBE certification (if applicable); and
8. Current Federal Form SF-330 Part II.

Evaluation Criteria:

Responses to this RFQ will be evaluated in accordance with the following criteria:

1. Qualifications of the consultant;
2. Qualifications of sub-consultants (if any);
3. Qualifications of key personnel assigned to this project;
3. Understanding of work objectives;
4. Thoroughness, creativity, and clarity of suggested approach;

6. Experience and proven record of success with comparable projects.

A Consultant Selection Team will be convened to evaluate qualifications statements received by the closing date stated in this RFQ. The highest scoring firms will be required to appear for an interview. The City will notify firms, consortia, joint ventures and teams selected for interview by the Consultant Selection Team within 60 days of the closing date. The Consultant Selection Team will rank by list the firms, consortia, joint ventures and teams according to the criteria identified in this RFQ and submit its recommendations to the City. Selection of any firm, consortium, joint venture or team for task based services list may be subject to the approval of the Board of Representatives.

Selection Process:

The following outlines the step to select a consultant and/or sub-consultants:

1. The City will establish a Consultant Selection Team;
2. The Consultant Selection Team will evaluate completed, submitted RFQs based the evaluation criteria;
3. The Consultant Selection Team creates a short list of qualified consultants or consortia, joint ventures and teams;
4. The City create interview questions and interview rating sheets for the Consultant Selection Team to rate short listed candidates;
5. The Consultant Selection Team reviews answered questions, conducts interviews, and rates short listed candidates;
6. The City reviews and approves (in writing) the consultant with the highest rating; and,
7. The City notifies (in writing) all interviewed consultants and firms of their status.

Award:

Following selection of a consultant, the City will negotiate with the firm, consortium, joint venture, or team to establish fee schedules for the scope of work offered. In the event that an agreement cannot be reached, the City reserves the right to terminate negotiations with that firm, consortium, joint venture or team and commence negotiations with the next most qualified firm, consortium, joint venture or team.

SCOPE OF WORK

Background

Broad at Atlantic Street is one of the most vibrant and multi-modal intersections in Stamford's downtown area. There is no distinct peak period for this corridor, rather there are consistently high volumes of vehicle and pedestrian traffic throughout the day, see Table 1. This area is in the top 5% of regional safety concerns calibrated in the Traffic Analysis Zones. Also, the Atlantic Street and Broad Street corridors are ranked 2nd and 8th, respectively, in the region for crashes. This proposal highlights systemic and spot safety improvements to the Broad Street corridor between Atlantic Street and Greyrock Place. It also leverages the investment of the 2016 Local Roads Accident Reduction Program project on Summer Street. Safety improvements proposed here are similar to those planned for the Summer Street, such as curb extensions, high-visibility crosswalks, ADA curb ramps, and other FHWA approved countermeasures outlined below.

One of the most important community institutions, the Ferguson Library, is located at this intersection. And in the Broad Street corridor between Atlantic Street and Greyrock Place, the tallest office building in Stamford, Landmark Square, and the Stamford Town Center mall, are both located. In the project area, land uses are truly mixed, including institutional, educational, office, and retail. Other nearby land uses that influence this area are the UCONN-Stamford Campus, CTtransit bus hub at Atlantic Square, as well as two historic districts on Atlantic Street and Bedford Street, which host many of Stamford's downtown restaurants, retail and entertainment. The Broad Street corridor is a major arterial parallel to Tresser Boulevard (Route 1), and thus, significant to our local economy. It is a primary route to access jobs, downtown retail, and entertainment.

The perception of safety in this corridor is critical to cultivating a culture of walking, biking and taking transit, which will ease traffic congestion downtown. By improving safety in this corridor, the City can encourage alternative transportation modes. The highest concentration of zero-car households surrounds the project area, and also, there are many families, elderly, and other vulnerable users in this corridor that depend on safe streets for walking and biking as their primary mode of transportation. Therefore, this corridor is one of the City's priorities for safety for all transportation modes. See Figures 1 and 2 below to view US Census data of spatial distribution of zero car households and vulnerable users in Stamford.

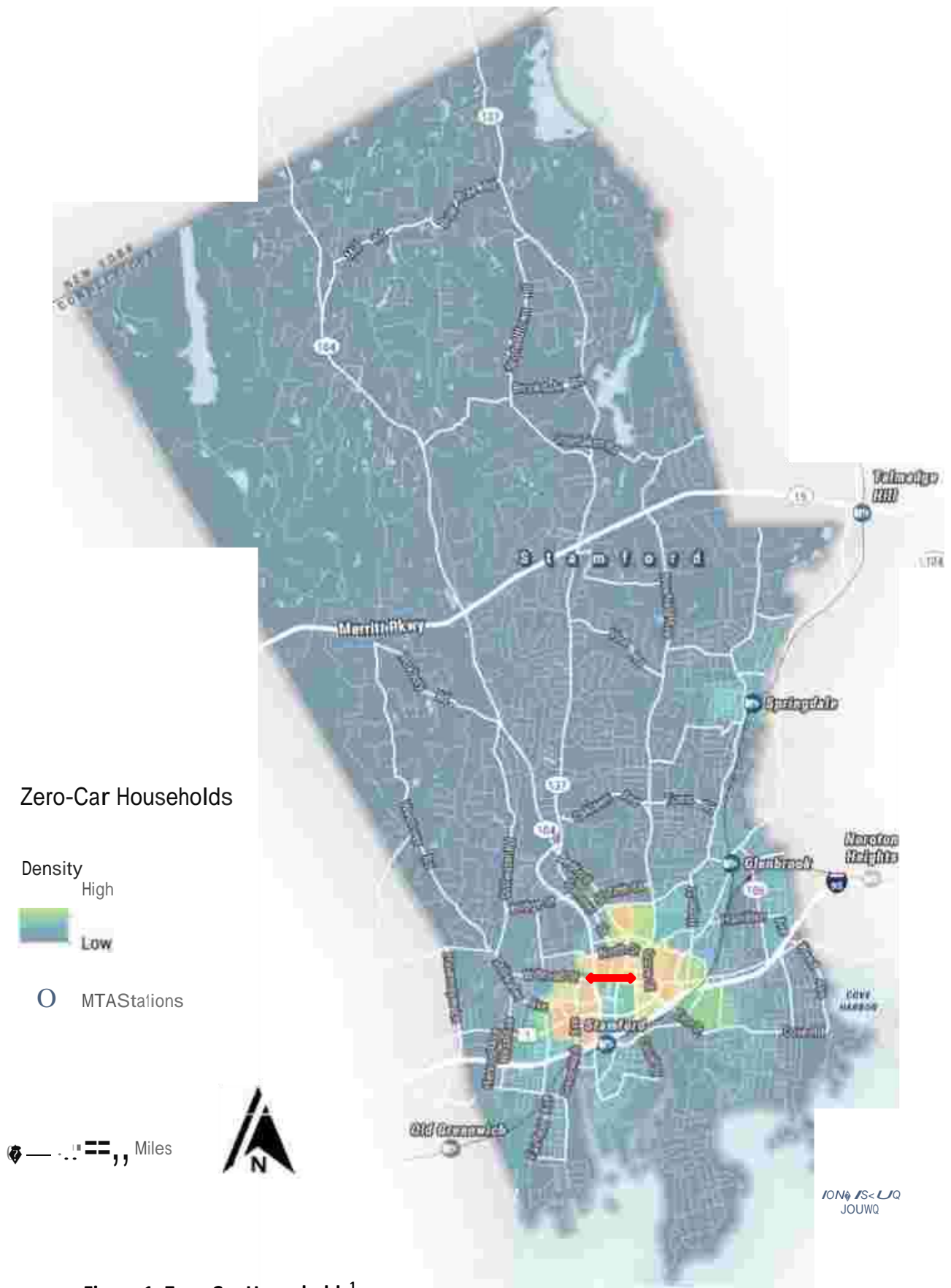


Figure 1: Zero-Car Households¹

¹ US Census, Zero-Car Household data, 2010.

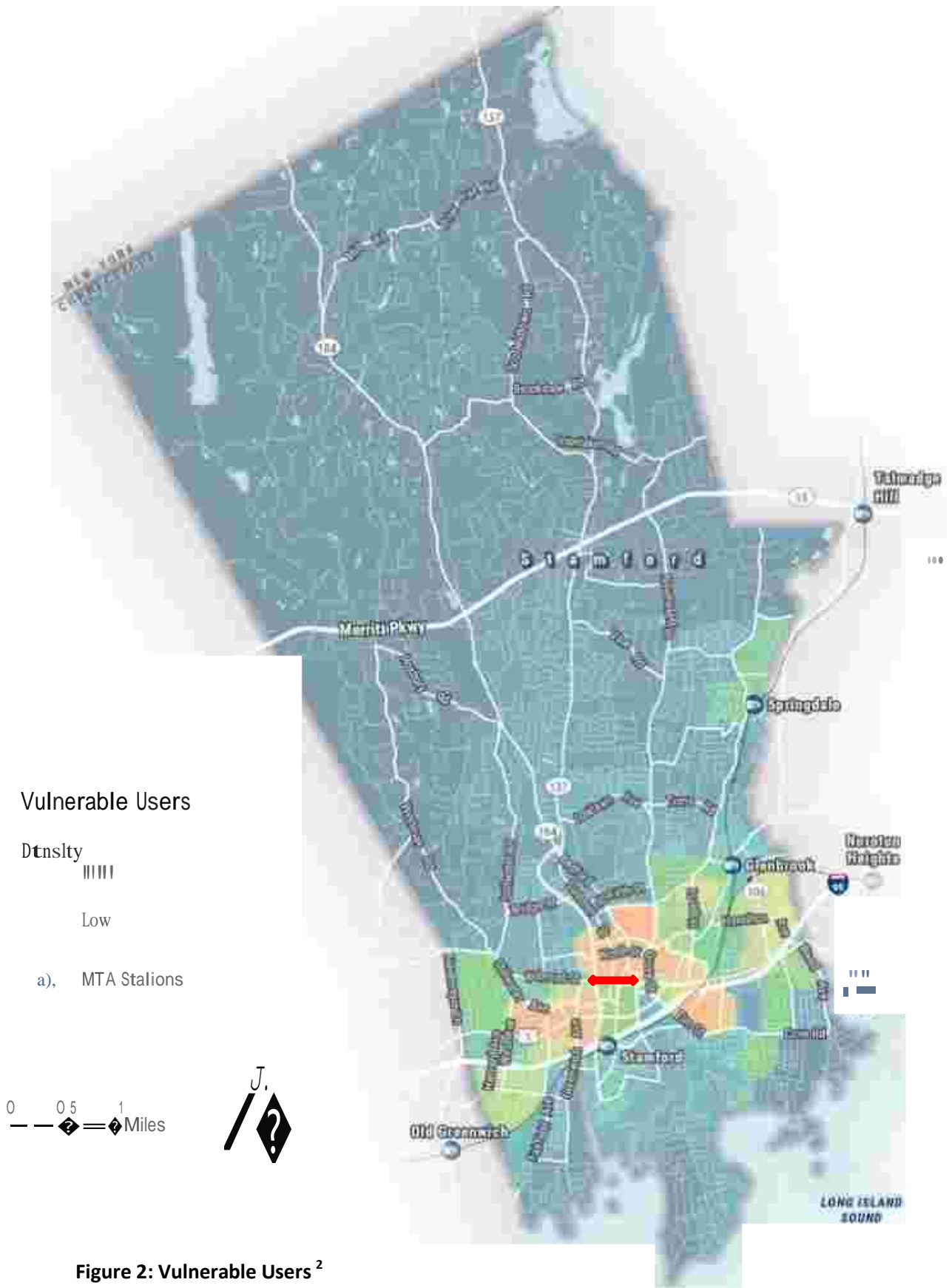


Figure 2: Vulnerable Users²

² US Census, Vulnerable User data, 2010.

The intersection of Broad and Atlantic Street hosts a high volume of pedestrians, bicycles, CTtransit buses, delivery trucks and motorists. Table 1 below shows peak hour volumes by mode, collected for the Citywide Signal Synchronization Study. This data shows AM, Mid-day and PM periods for all transportation modes, and demonstrates how truly multi-modal this intersection is.³ The traffic counts demonstrate that there is no off-peak for this corridor because there is consistent activity throughout the day. Table 2 below shows average daily bus ridership data, provided by CTtransit, for the Atlantic Square bus hub, which includes all of the bus routes that use the intersection of Broad and Atlantic Streets. CTDOT traffic data, as shown in Figure 3, which is collected with traffic tubes, shows that average daily traffic is 11,400 on Atlantic Street near this intersection.⁴

Broad Street is a major two-way arterial roadway crossing downtown and connecting the East and West Side neighborhoods. The intersections with traffic entering and exiting the Landmark Square offices and parking garage and traffic entering and exiting the Bedford Street parking garage and surface lot. All of the intersections along the corridor are signalized and include crosswalks and pedestrian signal indications as well as motor vehicle signals. In this area, there is only on-street parking on the south side of Broad Street between Atlantic and Gay Streets. There is a 3' wide channelizing median on Broad Street west of Atlantic Street, and a 6' wide pedestrian refuge island and median with landscaping between Atlantic and Gay Streets.

Table 1: Traffic Counts at Broad and Atlantic Street By Mode and Period	AM (6:30-9:30 AM)	MID-DAY (12:00-2:00 PM)	PM (3:30-6:30)
2012-2016			
Motorcycles	3	4	9
Cars	2068	1872	2510
Light Goods Vehicles	125	151	127
Buses*	60	31	37
Single-Unit Trucks	40	44	23
Articulated Trucks	3	5	1
Bicycles on road	2	0	7
Bicycles on crosswalk	8	0	2
Pedestrians on crosswalk	362	776	692
Total	2671	2883	3408

³ Citywide Signal Synchronization Study, Urban Engineers (2017), Traffic Counts for the intersection of Broad and Atlantic Streets.

⁴ CTDOT, Average Daily Traffic in Stamford (2014).

<http://www.ct.gov/dot/lib/dot/documents/dpolicy/policymaps/adt/2007-2014pdf/135adt.pdf>

*FHWA recently issued a final rule on counting the number of *people* using transit rather than number of vehicles. The table above shows total number of buses. See table below for average daily bus ridership. ⁵

Table 2: Average Daily Bus Ridership 2012-2016	Boarding (Ons)	
Alighting (Offs)		
Atlantic Street at Veterans Park (Northbound buses)	2612	632
Atlantic Street at Old Town Hall (Southbound buses)	667	907
Total	3279	1539

Figure 3: CTDOT Average Daily Traffic, 2014



For further information please ask for the full Western Connecticut Council of Governments: Local Road Accident Reduction Program: Project Proposal: Project Title: Broad Street Corridor Safety Improvements, where the above information was taken from and further crash data is given.

Potential Proposed Improvements Between Atlantic Street and Greyrock Place:

High Visibility Retroreflective Thermoplastic Crosswalks- Thermoplastic crosswalks are proven to raise the visibility of pedestrians and reduce pedestrian related crashes at intersections. They are also more durable and longer lasting than traditional paint.

ADA Curb Ramps- At the intersections of Broad at Atlantic, Gay and Greyrock, ADA curb ramps will be installed where they are currently not ADA-compliant. This improves the safety for pedestrians that are disabled, blind, or otherwise mobility challenged.

Lighting- The City will analyze lighting in the project area, and install brighter lighting or additional fixtures where feasible.

Concrete/Brick Curb Extensions- We are proposing to build out the existing painted curb extensions at Broad at Atlantic and Greyrock, where there are existing painted curb extensions. These will prevent high speed turning, reduce crashes at intersections and also reduce the severity of crashes as a result of

traffic calming.⁷ Curb extensions reduce the crossing distance, improve visibility, slow turning vehicles, reduces motorist speed by visually narrowing the street.⁸ Pedestrians often wait to cross where they can see on-coming cars, which is often in front of parked cars. Thus, curb extensions safely allow pedestrians to stand where they can see and be seen by traffic. In this high density residential and mixed-use area, there is a high volume of pedestrian traffic, and there have been many complaints about speeding traffic. Also, crash data supports the problems on this corridor.

Illuminated Safety Signage- ‘Turning cars yield to pedestrian’ signs and ‘no turn on red’ signs will prevent crashes from turning vehicles.

Retroreflective Signal Backplates- Failing to see traffic signals is often cited as a contributing factor by drivers who are involved in collisions at intersections. Increasing the visibility of traffic signals can lead to improved safety performance. We are proposing to add strips of yellow micro-prismatic retroreflective sheeting along the outer edge in an attempt to frame the signal heads and make them more visible to motorists.

Speed Radar Signs- Speed enforcement is one of the most common countermeasures to reduce crashes. Studies show that automated speed radar signs are effective at reducing speeds and reducing severe collisions.

Pedestrian Refuge Islands- A pedestrian safety island reduces the exposure time experienced by a pedestrian in the intersection. Pedestrians frequently use the 3’ wide channelizing median on the west side of Broad at Atlantic Street as a refuge, however it is not wide enough or ADA-compliant. Pedestrian refuge island should be at least 6’ wide and should have a “nose” that separates the refuge area from the intersection. Establishing a pedestrian refuge island here, similar to the one on the east side of the intersection will greatly improve pedestrian safety. Pedestrian signal buttons should also be included in the islands. In addition, there is a painted curb extension on the west side of Broad and Greyrock that this project proposes to build out as a pedestrian refuge island.

Lane Line Markers- Lane line markers help to guide drivers to stay in their lane while driving through an intersection. There are a numerous sideswipe crashes in the project area, and these pavement markings will reduce those crashes.



EXISTING CONDITIONS




SKETCH OF PROPOSED CONDITIONS


Key


High visibility crosswalks, realigned to tighten crosswalks toward the corners to improve visibility of pedestrians while crossing

Existing painted curb extensions filled in

Lane line markers for all travel lanes not shown, but will be conceptualized during design process

 Locations where new ADA curb ramps are

 needed Locations where street lighting needs

 to be analyzed Potential Location for speed radar signs



Potential for safety warning signs for turning vehicles at all three intersections

Estimated Budget

Broad/Atlantic

Item Description	Units	Quant.	Unit Cost	Total Cost
Milling	SY	800.00	\$2.15	\$1,720.00
Paving	Tonnage	150.00	\$100.00	\$15,000.00
Permanent Trench Repair	SY	20.00	\$50.00	\$1,000.00
Thermoplastic Crosswalk	SF	1800.00	\$20.00	\$36,000.00
Concrete Curb	LF	200.00	\$35.00	\$7,000.00
Concrete/Brick Bumpout Fill	SF	400.00	\$45.00	\$18,000.00
ADA Tacile Strip	EA	2.00	\$60.00	\$120.00
ADA Curb Ramp	SF	50.00	\$50.00	\$2,500.00
Pedestrian Refuge Island	Total	1.00	\$18,000.00	\$18,000.00
Left-Turning Cars Yield to Pedestrians	EA	2	\$2,000.00	\$4,000.00
Speed Radar Signs	EA	3	\$4,000	\$12,000
Additional Lighting	EA	4	\$2,500	\$10,000
TOTAL				\$125,340.00

Broad/Gay

Item Description	Units	Quant.	Unit Cost	Total Cost
Milling	SY	300.00	\$2.15	\$645.00
Paving	Tonnage	80.00	\$100.00	\$8,000.00
Permanent Trench Repair	SY	15.00	\$50.00	\$750.00
Thermoplastic Crosswalk	SF	1500.00	\$20.00	\$30,000.00
Concrete Curb	LF	70.00	\$35.00	\$2,450.00
ADA Tacile Strip	EA	2.00	\$60.00	\$120.00
ADA Curb Ramp	SF	50.00	\$50.00	\$2,500.00
Left-Turning Cars Yield to Pedestrians	EA	4	\$2,000.00	\$8,000.00
TOTAL				\$52,465.00

Broad/Greyrock

Item Description	Units	Quant.	Unit Cost	Total Cost
Milling	SY	800.00	\$2.15	\$1,720.00
Paving	Tonnage	150.00	\$100.00	\$15,000.00
Permanent Trench Repair	SY	20.00	\$50.00	\$1,000.00
Thermoplastic Crosswalk	SF	1900.00	\$20.00	\$38,000.00
Concrete Curb	LF	140.00	\$35.00	\$4,900.00
Concrete/Brick Bumpout Fill	SF	400.00	\$45.00	\$18,000.00
ADA Tacile Strip	EA	6.00	\$60.00	\$360.00
ADA Curb Ramp	SF	300.00	\$50.00	\$15,000.00
Pedestrian Refuge Island	Total	1.00	\$18,000.00	\$18,000.00
Catch Basin	Total	2.00	\$3,000.00	\$6,000.00
Left-Turning Cars Yield to Pedestrians	EA	4	\$2,000.00	\$8,000.00
Speed Radar Signs	EA	3	\$4,000	\$12,000
TOTAL				\$137,980.00

CITY OF STAMFORD
INSURANCE REQUIREMENTS
Broad Street Corridor Safety Improvements Design

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 \$100,000 each accident, \$100,000 disease policy limit and \$100,000 disease – each employee.
3. Commercial general liability insurance, with a minimum limit of liability of \$1,000,000 combined single limit per occurrence and \$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 \$2,000,000 in the aggregate. The aggregate shall apply separately to each project on which the Consultant is working.

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 successful 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 30 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.

AGORID.		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 \$1,000,000	
		CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$1,000,000	
		OWNER'S & CONT PROT				EACH OCCURRENCE \$1,000,000	
						FIRE DAMAGE (Any one fire) \$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					
		NON-OWNED AUTOS				PROPERTY DAMAGE \$	
GARAGE LIABILITY						AUTO ONLY - EACH ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$	
EXCESS LIABILITY						EACH OCCURRENCE \$ AGGREGATE \$ \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		XXXXXXXXXX	XX/XX/XX	XX/XX/XX	X	STATUTORY LIMITS \$
	EMPLOYERS' LIABILITY					EACH ACCIDENT \$100,000	
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL					DISEASE - POLICY LIMIT \$100,000	
C	Professional Liability		XXXXXXXXXX	XX/XX/XX	XX/XX/XX	\$1,000,000 Each Occurrence	
						\$2,000,000 Aggregate	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:							
<i>City of Stamford and its employees, agents and officers designated as additional insureds under commercial general liability and automobile liability. All insurance required hereunder shall be primary, not excess or contributory, to any insurance maintained by or on behalf of the City of Stamford. Waiver of subrogation in favor of City of Stamford.</i>							
CERTIFICATE HOLDER				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.			