

**CITY OF STAMFORD  
PURCHASING DEPARTMENT**

**RFPs MUST BE RECEIVED ONLINE VIA PROCUREWARE BY THE DATE AND TIME OF  
RFP OPENING  
ARP FEDERAL FUNDS CONSTRUCTION RFP DESIGN / BUILD PACKAGE**

RFP Number:	2023.0109	
Title of RFP	City RFP – Design Build Audio Visual & Voting System Upgrade for the BOR Chambers	
Requesting Department	Operations	
Contact for Technical Questions/Project Manager	Josephine Carpanzano, Deputy Director of Operations, (203) 977-4032, <a href="mailto:jcarpanzano@stamfordct.gov">jcarpanzano@stamfordct.gov</a>	
Contact for Purchasing Questions	Erik J. Larson, Purchasing Agent, <a href="mailto:elarson@stamfordct.gov">elarson@stamfordct.gov</a>	
Date of RFP Issuance	June 22, 2023	
Date of RFP Opening	July 20, 2023	
Time	4:00 P.M.	
RFP Deposit Required –	Yes	
If yes, amount required	5%	
Successful Proposers only – Performance & Payment Bond Required	Yes	
If yes, Amount required	100%	
Successful Proposers Only – Maintenance Bond Required		No
If yes, amount required		
Pre-RFP meeting or walkthrough	Yes	
Mandatory	Yes	
Date/Time	June 29, 2023	10:00 A.M.
Location	Meet in the 4th floor elevator lobby of the Stamford Government Center, located at 888 Washington Blvd, Stamford, CT 06901	

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

This Bid Specification was prepared to solicit sealed bids on behalf of the City of Stamford Operations Department from qualified responsible contractors to design, procure, and install a new Audio, Visual, Voting System for the presentation, recording and hosting of the events (Board Meetings, Commission Meetings, Training Sessions, other meetings) from the Board of Representatives Legislative Chambers. The scope of work is further delineated in the attached specifications and drawings provided for this project.

All terms and conditions, specifications and RFP forms are attached hereto. The lowest responsible Proposer may be required to attend a meeting with City officials prior to the awarding of the RFP contract.

## **INTERNET USAGE ACKNOWLEDGEMENT**

**Caution:** The competitive RFP/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 RFP 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 RFP", "Request for Proposal" or "Request for Qualification."

## **RFP SUBMISSION REQUIREMENTS**

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

The following documents will be required to satisfy RFP submission mandates:

- City of Stamford Ordinance Compliance Form
  - Contractor's Statement
  - Non-Collusion Affidavit
  - Pricing Sheets
  - Technical Specifications or Specification Checklist (If Applicable)
  - 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 Proposers  
Form [http://www.ct.gov/chro/lib/chro/Notification\\_to\\_Proposers.pdf](http://www.ct.gov/chro/lib/chro/Notification_to_Proposers.pdf)
  - CERTIFICATION REGARDING LOBBYING (Byrd Anti-Lobbying)

*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.*

## Notice to Proposers

1. All RFPs will be opened promptly at the advertised time of opening. There can and will be no delays or postponements which are not publicly advertised. Any RFP received after the advertised time of opening cannot be accepted.

2. Obligation of Proposers:

At the time of opening RFPs, each Proposer shall be presumed to have inspected the sites, and to have read and made himself thoroughly familiar with the plans and contract documents including all addenda. The failure or omission of any Proposer to receive or examine any form, instrument or document shall in no way relieve any Proposer from any obligation in respect to his RFP.

Each Proposer must fully inform himself of the construction and labor conditions relating to the work which is now or will be performed. Failure to do so will not relieve the successful Proposer of his obligation to furnish all labor and materials necessary to carry out the provision of the contract documents and to complete the contemplated work. Inasmuch as possible, the contractor must, in carrying out his work, employ such methods or means as will not cause any interruptions or interference with the work of any other contractor.

3. Time is of the essence

If the project is not completed by the date specified as the substantial completion date in the contract entered into by the City and the Contractor, the Contractor shall pay all direct damages suffered by the City and consequential and/or liquidated damages in the daily amount of 1/10 of 1% of the total contract value.

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

5. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, the Contractor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

## **GENERAL CONDITIONS**

- Your RFP is to be made F.O.B. Stamford, CT - including any/all delivery and unloading, if so required.
- The City of Stamford, as a municipal corporation in the State of Connecticut, is exempt from the payment of all taxes and none should be included in your RFP.
- RFPs shall be submitted (uploaded) on the proposal forms included. Please be sure to fill in the Proposer's name, address, etc. and the RFP title and date of RFP opening. RFP due dates are clearly stated on the RFP cover sheet. If for any reason, the RFP cover sheet is detached from the RFP package, it will be the responsibility of the Proposer to contact the City Purchasing Department to determine the actual RFP due date. Submit your forms online via ProcureWare.
- Hard copies of RFPs and RFPs received after the time and date indicated shall not be accepted and shall be returned unopened.
- Amendments and / or withdrawals to RFPs received shall not be allowed or accepted after the time and date of RFP opening.
- Any verbal agreement or arrangement made by Proposers with any City Agency, Employee, or Agent of the City shall be disregarded and have neither force nor affect upon the RFP.
- 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 shall be served.

### **THE CITY OF STAMFORD RESERVES THE RIGHT TO REJECT ANY/ALL RFPS**

No Proposer may withdraw her/his/its RFP for a period of **one hundred twenty (120) days** from the date of RFP opening. Under no event or circumstances may a contractor withdraw a RFP once the City has accepted the RFP, so long as the City is diligent in proceeding towards the execution of a formal contract.

Any RFP, which does not comply with or conform to the specifications contained herein, shall be rejected as non-conforming.

Any entries on the RFP form/proposal or pricing sheet and the preceding or following pages other than those provided in the underlined blanks shall not be considered by the City of Stamford in making an award and, in the sole discretion of the city, may constitute grounds for disqualifying the proposer.

The successful Proposer (hereinafter referred to as the Proposer) shall, at all times, guard the owner's property from any damage or loss caused by the execution of this RFP and shall be solely liable for any damage or loss suffered as a result of the work itself - or non-completion thereof. The Proposer shall, at the completion of the project, leave the project site in a condition acceptable to the City.

The Proposer shall comply with all laws, ordinances, rules and regulations relevant to the completion of this RFP and shall be solely responsible for the procurement of any/all requisite permits and compliance therewith.

The undersigned declare(s) that **I/WE AM/ARE** the only person(s) interested in this RFP and that this RFP is submitted without any connection with any other RFPing entity. A further declaration is made that this RFP price is fair and has been made without any aspect of collusion, price fixing or fraud. Further, that no employee or agent of the City of Stamford is directly or indirectly interested in any profits to be derived from the performance of this RFP.

**INQUIRIES:**

All inquiries regarding this RFP must be in writing and must be postmarked or delivered at least **ten (10) working days** prior to the submission date and be addressed to the Project Manager identified on the front cover page of the RFP.

**ASSIGNMENT:**

The performance of the requirements of this RFP shall not be assigned to a party not herein named without the express written consent of the City of Stamford. The Purchasing Agent shall only give such consent, for the purposes of this RFP.

**PERFORMANCE, PAYMENT AND MAINTENANCE BONDS (IF APPLICABLE):**

If performance, payment and maintenance bonds are required for this RFP as specified on the RFP's Cover Sheet, the Proposer shall furnish surety bonds from a licensed surety in the State of Connecticut and acceptable to the City of Stamford. The surety bonds shall be in the form of traditional bonds or in the form of an irrevocable letter of credit drawn on a financial institution acceptable to the City, in amounts stipulated. Said surety bonds shall be for the faithful and proper performance of all persons/corporations performing work towards the acceptable completion of this contract. The face value of the performance bond shall be as noted on the RFP's Cover Sheet. The face value of the maintenance bond shall be as noted on the RFP's Cover Sheet or \$5,000.00, whichever is greater. The maintenance bond shall be for a period commencing upon the expiration of the performance bond and terminating twenty-four (24) months following completion and acceptance of the work by the City. Such maintenance bond shall be provided by the Proposer to the City upon completion and acceptance of the work by the City. The cost of all such required surety bonds shall be borne entirely by the Proposer. Said surety bonds shall be provided no later than **FIFTEEN (15) Calendar Days** from the date of **AWARD** of this RFP.

The performance and payment bonds must both be underwritten by an insurance company licensed to do business in the State of Connecticut and currently listed in the Department of Treasury's Treasury Listing of approved Sureties (**MOST RECENT CIRCULAR**) and rated B+ or better by A. M. Best in the full stipulated amount of the contract.

If a certified check is provided in lieu of the submission of a surety bond or a letter of credit, the City shall deposit said check in a non-interest bearing account and shall be entitled to retain said sum in its accounts for the duration of the Agreement, including extensions thereof. Said sum shall constitute surety for the faithful and proper performance of the contract work. In the event that the Contractor defaults in its performance of the contract work, the City shall be entitled to

use said surety funds in its sole discretion to compensate for the Contractor's default. No interest shall be paid on said surety funds regardless of the Term of the Agreement or duration of the work.

**RFP DEPOSIT:**

RFP deposits shall be made payable to the City of Stamford. Such deposit shall be in the form of a RFP Bond of Acceptable Surety, (see Performance Bonds); a Certified Bank Instrument or Postal Money Order. Regardless of form, said deposit shall cover the maximum dollar amount that could be awarded under the RFP, i.e. the base RFP plus any alternates awarded. Any RFP submitted without the required RFP security shall be rejected as non-conforming.

**PROJECT COMMENCEMENT:**

Any project commencing without the proper authorization shall be declared "NULL" and "VOID" and no payment shall be authorized.

**CLAYTON ACT:**

The Proposer offers and agrees to assign to the Public Body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. and Sec. 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the purchasing body awards or accepts such contract without further acknowledgment by the parties.

**NON-DISCRIMINATION AND AFFIRMATIVE ACTION; MINORITY BUSINESS ENTERPRISES**

1) 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, gender identity or expression, intellectual disability, mental disability 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; and 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, gender identity or expression, intellectual disability, mental disability 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.

(2) 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 State of Connecticut Commission on Human Rights and Opportunities ["the Commission"].

(3) 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 notice to be provided

by the Commission, advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor agrees to comply with each provision of Connecticut General Statutes Sections 46a-60 and 46a-60a, and with each regulation or relevant order issued by the Commission pursuant to the Connecticut General Statutes.

(b) The contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on the public works project encompassed by the RFP Documents.

"Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the 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 Connecticut General Statutes Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: the contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(A)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor 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, gender identity or expression, sexual orientation, intellectual disability, mental disability 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. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability 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; (2) 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 commission; (3) 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 notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; (5)

the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

(B) Any Contractor who is a party to a municipal public works contract or quasi-public agency project, where any such contract is valued at less than \$50,000 for each year of the contract, shall provide the Commission on Human Rights and Opportunities with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subsection (A)(1) above, provided if there is any change in such representation, the Contractor shall provide the updated representation to the Commission not later than 30 days after such change. Any Contractor who is a party to a municipal public works contract or a quasi-public agency project, where any such contract is valued at \$50,000 or more for any year of the contract, shall provide the Commission with any one of the following: (1) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholder, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under subsection (A)(1) of this section; (2) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (a) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and the executive director of the Commission on Human Rights and Opportunities or designee certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section; or (3) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section and is in effect on the date the affidavit is signed..

(C) If the Contract is a municipal public works contract or a quasi-public agency project, the Contractor agrees and warrants that s/he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. The Contractor shall include the provisions of subdivision (A)(1) of this section in every subcontract or purchase order entered into to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(D) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the 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; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary



to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determination of the Contractor's good faith efforts shall include, but shall not be eliminated to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in municipal public works contracts or quasi-public agency projects. "Municipal public works project" means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, finance by the state funding in an amount equal to fifty thousand dollars or less. "Quasi-public agency project" means the construction, rehabilitation, conversion, extension, demolition or repair of a building or other changes or improvements in real property pursuant to a contract entered into on or after October 1, 2015, which is financed in whole or in part by a quasi-public agency using state funds, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

### **NONDISCRIMINATION ON THE BASIS OF SEXUAL ORIENTATION**

- (1) 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 sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and those employees is treated when employed without regard to their sexual orientation;
- (2) 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 notice to be provided by the Commission on Human Rights and Opportunities ["the Commission"] advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (3) The contractor agrees to comply with each provision of Connecticut General Statutes Section 4a-60a and with each regulation or relevant order issued by said Commission pursuant to the Connecticut General Statutes.

### **ADMINISTRATIVE RECONSIDERATION (26.53(d)).**

Within thirty (30) days of being informed by the City of Stamford that it is not responsive because it has not documented sufficient good faith efforts, a Proposer/offeror may request administrative reconsideration. Proposers/offerors should make this request in writing to the following Reconsideration Official:

Director of Administration  
City of Stamford  
888 Washington Boulevard

The Reconsideration official will not have played any role in the original determination that the Proposer/offeror did not document sufficient good faith efforts.

**INSURANCE REQUIREMENTS (IF APPLICABLE - SEE ATTACHED APPENDIX 1):**

**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.

**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.

**WRITTEN AGREEMENT:**

The successful Proposer will be required to enter into a written Agreement with the City of Stamford for the completion of this project. **A sample copy of the Agreement is attached and made a part of these conditions. The sample is for illustrative purposes only and the terms of the final contract may differ substantially.**

**QUANTITIES:**

The quantities shown are approximate and for comparison purposes only. The actual amounts purchased shall be predicated upon satisfaction of the City's needs. In addition, the City reserves the right to award on an item by item basis.

The City reserves the right, subject to mutual agreement with the successful Proposer, to extend the terms of this RFP, at the RFP price, for a mutually agreed upon period of time.

**PAYMENT:**

The City's terms of payment are "**NET THIRTY (30) DAYS AFTER PRESENTATION OF INVOICE.**" No invoice will be paid until acceptance of goods ordered.

## **PROMPT PAYMENT TO SUBCONTRACTORS:**

Your attention is called to the serious problem of delayed payments to subcontractors for work completed and for which payment has been made by this Department to the general contractor or consultant.

Section 49-41a and Section 49-41c of the Connecticut General Statutes require general contractors to pay their subcontractors within **THIRTY (30) DAYS** of having received payment by the **City** for work performed or materials furnished by such subcontractor. In turn, subcontractors have **THIRTY (30) DAYS** upon receiving payment from the general contractor to pay their subcontractors.

Therefore, it is vital that prompt payments be made in accordance with the spirit and intent of this law.

## **TERMINATION:**

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

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

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

Should the City terminate this Agreement for cause, the Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of this Agreement by the Contractor and the City may withhold any payment to the Contractor for the

purposes of setoff until such time as the exact amount of damages due the City from the Contractor is determined. Further, if applicable, the City shall have the right to:

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

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

## **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 the Contract ("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 Construction Industry

Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, 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 Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, 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 of Stamford, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

### **E. CLAIMS FOR DAMAGES**

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he 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.

### **RFP APPEAL AND HEARING PROCEDURES:**

1. Any firm that believes the RFP process was unfair may appeal to the City. A letter stating reasons for appeal should be sent to the Director of Legal Affairs and the Purchasing Agent within five (5) calendar days of the RFP opening.
2. A hearing shall be conducted in accordance with C.G.,S. Section 4-176e through 4-181a, as amended, which are incorporated herein. The hearing officer shall issue a written decision within ninety (90) days of the last date of such hearing and state in the decision the reasons for the action taken.
3. Where applicable, review of protests by the FTA will be limited to the City's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to the FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation.

### **WRITTEN PROTEST PROCEDURES:**

1. The procedures established hereunder shall be available to contractors for the purpose of handling and resolving disputes relating to procurements hereunder. A protester must exhaust all administrative remedies hereunder before pursuing a protest in any court of law. Where applicable any information received under such procedures shall be disclosed to the Federal Transit Administration ("FTA") and a protester must exhaust all administrative remedies before pursuing a protest with the FTA.
2. The term "contractor" means any person, firm or corporation which has contracted or seeks to contract with the City of Stamford.
3. The term "Hearing officer" shall mean a person appointed by the Mayor to hear and decide allegations made by any contractor relating to procurements hereunder.

### **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.

### **KEY PERSONNEL:**

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

### **TERMS:**

The terms "Proposer" and "contractor" are used interchangeably in this document.

**ISSUING OFFICE:**

This RFP is being issued by the Purchasing Department, on behalf of the requesting department, City of Stamford, hereinafter referred to as the “City.”

**REJECTION OF RFPS AND SELECTION OF OPTION:**

The City reserves the right, for any reason, to refuse any and all RFPs submitted under these RFP specifications. The City also reserves the right to select the option that it believes is the most beneficial to the City of Stamford.

**ADDENDA TO RFP:**

Amendments to this RFP may be necessary prior to the closing date and will be furnished to all prospective Proposers.

For technical questions concerning this RFP please contact the Project Manager identified on the cover sheet. All inquiries will be answered through the Purchasing Department in the form of Addenda.

**BASIS OF AWARD:**

An award will be made to the most qualified Proposer in compliance with the specifications, as applicable.

**SUBMISSION OF RFPS:**

All sealed RFPs should be submitted on-line to the City of Stamford’s Purchasing Department no later than the date appearing on the cover page at <https://stamfordct.procurement.com> at 11:00 A.M. **LATE RFPS WILL BE REJECTED.**

**INDEPENDENT PROJECT COST DETERMINATION AND GRATUITIES:**

By submission of its offer the Proposer certifies that in connection with this procurement:

- A. The costs in the offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or competitor;
- B. The Proposer agrees that the prices quoted in this proposal will not change for a period of one hundred twenty (120) days after the receipt at the Purchasing Department of their RFP;
- C. Unless otherwise required by law, the costs that have been quoted in this RFP 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;
- D. 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 a RFP for the purpose of restricting competition; and
- E. No elected or appointed officials or employees shall benefit financially or materially from any contract that may result from the procurement.

**AVAILABILITY OF FUNDS:**

The contract award under this RFP Specification is contingent upon the availability of funding to the requesting department for this project. In the event that funds are not available for any reason, any contract resulting from this RFP may become void and of no force and effect.

**TERMINATION FOR DEFAULT OR FOR THE CONVENIENCE OF THE CONTRACTING AGENCY:**

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

- A. The contractor shall default in performance of its contract and shall fail to correct such default within the period specified by the contracting office in a notice specifying default; or
- B. The contracting office shall determine that termination is in the better interest of the Office of Operations and/or of the City of Stamford.

Termination will be effected by delivery to the contractor of a notice to terminate, stating the date upon which the termination becomes effective. Under certain circumstances the City may be prepared to consider reimbursing the contractor for appropriate documented expenditures, in the event of such termination.

**AMBIGUITY IN THE RFP SPECIFICATION:**

Prior to submitting their RFP, the contractor is responsible to bring to the City's attention any ambiguity in this RFP Specification. Not to do so shall result in the contractor forfeiting any claim for adjustment based on such ambiguity that should have been noted by a prudent contractor.

**CONTRACT AGREEMENT:**

The selected Proposer may be required to sign a formal written contract agreement with the City of Stamford. Refusal on the part of the Proposer to sign this contract will result in forfeiture of their RFP deposit.

**INSURANCE REQUIREMENTS:**

The selected Proposer will be required to deliver an insurance certificate in amounts and terms as noted in this RFP document to the Risk Manager of the  
City of Stamford.

**RFP DEPOSIT:**

RFPs must be accompanied with a RFP bond or certified check, payable to the City of Stamford, in the amount of five percent (5%) of the total RFP price including any add alternates. The bond or check of the selected Proposer shall be retained by the City until the RFP is awarded and a contract is fully executed and all required insurance certificates are delivered to the City's Risk



Manager. Bonds and checks received from the unsuccessful Proposers, unless forfeited, will be returned within a reasonable time of proposal submission.

**PERFORMANCE GUARANTEE:**

The selected Proposer shall, prior to the signing of the contract, furnish the City a Letter of Credit or an executed Performance, Maintenance and Payment Bond issued by a surety company authorized to do business in the State of Connecticut, both subject to acceptance by the City's Risk Manager, and to be in force for the duration of the contract. The bond shall represent 100% of the contract price.

**PAYMENT OF INVOICES:**

Invoices are subject to acceptance and approval by the City of Stamford in accordance with certification made by the requesting department on the basis of consistency with the contract.

**INFORMATION ON PROPOSERS' BACKGROUND:**

In addition to the specific information required to be submitted in direct response to this procurement, the City of Stamford reserves the right to request certain additional information from any/all Proposers, such as Dunn & Bradstreet reports, certified financial statements, lists and details on equipment and other important and necessary information and documents that will serve the best interest of the City, in the opinion of the Purchasing Agent and/or Director of Operations, in determining the capabilities of a contractor.

**SUB-CONTRACTING OR TRANSFER OF CONTRACT AFTER CONTRACT SIGNING:**

No portion of or the total awarded contract shall be sub-contracted or transferred to any other company or individual by the contractor without the prior written approval by the City of Stamford. The City has the right to disapprove of such sub-contracting or transfer if it feels that it is not in the best interest of the City.

**NON-PERFORMANCE PENALTY:**

The City shall promptly notify the contractor, in writing, of any non- performance activity on the part of the contractor. The contractor shall be required to immediately comply with the request of the City. If the contractor fails to comply within 48 hours, the City has the right to terminate the contract and collect the performance bond and/or claim damages and proceed with other legal action against the contractor. Failure of the City to give such notice shall not compromise or diminish the City's rights to give such notice in the future.

**KEY PERSONNEL:**

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



**3. TIME OF COMMENCEMENT AND COMPLETION OF WORK.** The Consultant shall commence the work on the date of execution of this Agreement by both parties, and shall complete the work in a diligent and efficient manner no later than **One Hundred Eighty (180)** calendar days after contract execution.

It is agreed and understood that time is of the essence and that if the Consultant fails to complete the work within the period allowed, the City shall have the right to terminate this Agreement and/or pursue appropriate legal recourse or the Consultant's breach of this Agreement.

Consultant's sole remedy for owner's delays shall be an extension of time to complete the work and Consultant hereby waives any claims for consequential damages, including, but not limited to, principal office expense, loss of financing, reputation and/or lost profit.

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

Consultant Representative (name/title).

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

Key Personnel (name/title of each).

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

**5. REVIEW OF WORK.** The Consultant 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.

**6. INDEMNIFICATION.** The Consultant shall indemnify, hold harmless and, at the City's option, defend the City, its officers, agents and employees, from third party claims for loss, cost, damage, liability, and/or injury to or death of a person, including the agents and employees of the Consultant, or loss of or damage to property, resulting directly or indirectly from the Consultant's or the Consultant's officers', agents' or employees' negligent performance pursuant to this Agreement, or by any negligent omission to perform some duty imposed by law or this Agreement upon the Consultant, its officers, agents and employees. The foregoing indemnity shall include reasonable attorneys' fees and costs of suit, if applicable, shall not be limited by reason of any insurance coverage required pursuant to this Agreement, and shall survive the termination of this Agreement.

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

**8. BOOKS AND RECORDS.** The Consultant shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of Agreement,

settlement of claims, or any other matter pertaining to the Consultant's demand for compensation by the City for a period of not less than three (3) years from the date of the final payment for work performed under this Agreement.

**9. STANDARD OF CARE AND REPRESENTATIONS.** In performing the Scope of Services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession practicing in the same or similar locality (the "Standard of Care"). The Consultant represents that it is qualified in relation to the Scope of Services, including any supplementary services, in accordance with the Standard of Care. The Consultant acknowledges that the City has relied upon said representations in entering into this Agreement.

**10. INSURANCE.** The Consultant shall provide and pay for such insurance as is more particularly described in the City's "Insurance Requirements" set forth in the City's Request for Proposal and/or as attached hereto as **APPENDIX 1**.

**11. CHANGE ORDERS AND EXTRAS.** Pursuant to Section 23-18.4C of the City's Code of Ordinances, it is specifically understood and agreed by the Consultant that all change orders and contract extras regarding this Agreement shall be governed by the City's 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.

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

**13. SUBCONTRACTING.** The Consultant is prohibited from subcontracting, unless it has obtained, in writing, the permission of the City to employ the specific subcontractors proposed to be used by the Consultant. Pursuant to Section 103.4 of the City's Code of Ordinances, the Consultant shall provide the City with the names and addresses of all proposed subcontractors at least five (5) business days prior to their employment. *FOR SCHOOL PROJECTS: The Consultant shall provide the City fully executed copies of the City of Stamford State of Connecticut Consultant 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 subcontractor and shall be null and void.

**14. NON-APPROPRIATION.** Consultant 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 Consultant.

**15. INTERPRETATION** In the event there is a conflict between this Agreement and the City's Request for Proposals Package, and/or the Consultant's proposal, the City shall have sole discretion to determine which provision shall govern.

**16. RESPONSIBLE EMPLOYER OBLIGATIONS.** Pursuant to Sec. 103-10 of the Stamford Code of Ordinances, the Consultant shall comply with, and shall be responsible for the compliance of its subcontractors with:

1. the requirements of the 1996 Stamford Construction Jobs Agreement that Consultants make every effort to employ qualified residents of Stamford at a targeted goal of twenty nine percent (29%) of the project's workforce, when available, which shall include a goal of that targeted percentage of one third (1/3) minorities and/or women;
2. all state and federal laws and regulations regarding prevailing wages;
3. all applicable state and federal laws and regulations, and the provisions of the Stamford Jobs Construction Agreement, regarding maintenance and participation in apprenticeship training programs;
4. all applicable state laws concerning employee health insurance;
5. All state and federal laws concerning classification of employees as employees rather than independent Consultants; workers' compensation; unemployment taxes; and social security and income tax withholdings.

Any Consultant who fails to comply with subsections 1 through 5 of this Paragraph shall be subject to one or more of the following sanctions:

1. Cessation of work on the project until compliance is obtained;
2. Permanent removal from any further work on the project;
3. Withholding of payment due under any contract or subcontract;
4. Liquidated damages to the City in the amount of five percent (5%) of the dollar value of the contract; and/or
5. Exclusion from the performance of future work or behalf of the City of Stamford.

**17. INSPECTION OF CONTRACT WORK.** Pursuant to Section 103-8 of the City's Code of Ordinances, as a condition precedent to the release of any Performance Bond hereunder, the Consultant shall inspect the work performed under this Agreement within thirty (30) days of the completion thereof. The City will additionally perform its own independent inspection.

**18. ACCEPTANCE OR REJECTION OF CONTRACT WORK.** Pursuant to Section 103-9 of the City' Code or Ordinances, as a condition precedent to the release of any performance bond required hereunder, immediately following the inspection of contract work conducted pursuant to Paragraph 16 hereof, the Consultant shall submit to the City an affidavit setting forth either acceptance of the work performed under this Agreement or an itemized list of work to be corrected, repaired, or replaced.

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

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

**21. TERMINATION.**

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

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

- 1) If the Consultant furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete;

- 2) If the Consultant fails to perform to the City's satisfaction any material requirement of this Agreement or is in violation of any specific provision thereof or any State or Federal law or requirement; or
- 3) If the City reasonably determines that satisfactory performance of this Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

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

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

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

## **22. 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 the Contract ("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 Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, 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 Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, 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 of Stamford, Consultant shall continue performance under this Contract while matters in dispute are being resolved.

**E. CLAIMS FOR DAMAGES**

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he 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.

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

**24. CODE OF ETHICS.** The Consultant 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 Consultant is prohibited from using its status as a Consultant with The City to derive any interest(s) or benefit(s) from other individuals or organizations.

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

**26. CITY CODE PROVISIONS.** The provisions of the City of Stamford Code of Ordinances referenced herein can be found at [www.municode.com](http://www.municode.com).

**27. PROOF OF PAYMENTS TO SUBCONTRACTORS.** Upon receipt of any payment from the City, the Consultant shall pay each subcontractor and material supplier in proportion to the percentage of work completed by each subcontractor and material supplier. If for any reason, the Consultant receives less than the full payment due from the City, the Consultant shall be obligated to disburse on a pro rata basis those funds received, such that the Consultant, subcontractors and material suppliers each receive a prorated portion based upon the amount of the payment.

Within thirty (30) calendar days of the receipt of any payment from the City, the Consultant shall be required to submit a completed form, attached hereto, entitled "Statement of Payments made by General Consultants to Subcontractors" to the Project Manager, Clerk of the Works, Staff Engineer, or other City employee or official directly supervising the work of the Consultant. Failure to timely submit such form to the City shall entitle the City to withhold future payments to the Consultant until such time as the form has been submitted to the City.

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

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

**30. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute but one Agreement. Any signature on a copy of this Agreement or any document necessary or convenient thereto sent by facsimile, PDF or other electronic format shall be binding upon such transmission and the facsimile, PDF or other electronic format copy shall be deemed an original for the purposes of this Agreement. Paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

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

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

### **33. CONTRACT PROVISIONS FOR CITY OF STAMFORD CONTRACTS UNDER FEDERAL AWARDS – CONSTRUCTION and ARP**

**Equal Employment Opportunity.** During the performance of this contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

(4) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended

in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Consultants and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Consultants and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## **Davis-Bacon Act. – Intentionally Deleted**

**Compliance with the Copeland “Anti-Kickback” Act.** Consultant. The Consultant shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Consultant and subcontractor as provided in 29 C.F.R. § 5.12.

## **Compliance with the Contract Work Hours and Safety Standards Act.**

- (1) *Overtime requirements.* No Consultant or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

**Further Compliance with the Contract Work Hours and Safety Standards Act.**

- (1) The Consultant or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the Consultant or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Consultant or subcontractor will permit such representatives to interview employees during working hours on the job.

**Statutes and regulations prohibiting discrimination applicable to this contract include, without limitation, the following:**

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

**Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding

agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

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

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

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

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

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

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

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

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

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

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

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

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

Meeting contract performance requirements; or

At a reasonable price.

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

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

**Prohibition on Contracting for Covered Telecommunications Equipment or Services.**

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

(b) *Prohibitions.*

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

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



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

(c) *Exceptions.*

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

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

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

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

- Covered telecommunications equipment or services that:
  - Are *not used* as a substantial or essential component of any system; *and*
  - Are *not used* as critical technology of any system.
- Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(2) *Reporting requirement.*

(i) In the event the Consultant identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Consultant is notified of such by a subcontractor at any tier or by any other source, the Consultant shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

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

- Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Consultant shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

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

For purposes of this clause:

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

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

**BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.]

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

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

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

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

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

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

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

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

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

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

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

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

Remainder of Page Intentionally Left Blank.

Signature Page Follows

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

Signed, sealed and delivered in the presence of:

CITY OF STAMFORD

\_\_\_\_\_  
Erik J. Larson  
Purchasing Manager  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Caroline Simmons  
Mayor  
Date: \_\_\_\_\_

CONSULTANT

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Witness  
Date: \_\_\_\_\_

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

APPROVED AS TO INSURANCE:

APPROVED AS TO FORM:

\_\_\_\_\_  
David Villalva  
Risk Manager  
Date: \_\_\_\_\_

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

RFP No.

**STATEMENT OF PAYMENTS FOR RFP NO.**  
**MADE BY GENERAL CONSULTANT**  
**TO SUBCONTRACTORS - Page 1 of 2**

Pursuant to the Agreement of the parties, this form must be submitted to the City within thirty (30) calendar days of the receipt of any payment from the City.

\_\_\_\_\_  
 Federal Employee Identification No. Social Security No.

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Consultants' Total Gross Receipts from City of Stamford:\$

**Payments to Subcontractors**

<u>Name</u>		<u>Employer ID No.</u>		
<u>Address</u>		<u>Total Contract w/Prime \$</u>		
		<u>Amount of Payment \$</u>		
		<u>Date of Payment</u>		
<u>Check if the company is a:</u>	<input type="checkbox"/> <u>MBE</u>	<input type="checkbox"/> <u>MBE: Woman Owned</u>	<input type="checkbox"/> <u>SBE</u>	<input type="checkbox"/> <u>DBE</u>

<u>Name</u>		<u>Employer ID No.</u>		
<u>Address</u>		<u>Total Contract w/Prime \$</u>		
		<u>Amount of Payment \$</u>		
		<u>Date of Payment</u>		
<u>Check if the company is a:</u>	<input type="checkbox"/> <u>MBE</u>	<input type="checkbox"/> <u>MBE: Woman Owned</u>	<input type="checkbox"/> <u>SBE</u>	<input type="checkbox"/> <u>DBE</u>

<u>Name</u>		<u>Employer ID No.</u>		
<u>Address</u>		<u>Total Contract w/Prime \$</u>		
		<u>Amount of Payment \$</u>		
		<u>Date of Payment</u>		
<u>Check if the company is a:</u>	<input type="checkbox"/> <u>MBE</u>	<input type="checkbox"/> <u>MBE: Woman Owned</u>	<input type="checkbox"/> <u>SBE</u>	<input type="checkbox"/> <u>DBE</u>

**STATEMENT OF PAYMENTS FOR RFP NO.**  
**MADE BY GENERAL CONSULTANT**  
**TO SUBCONTRACTORS Page 2 of 2**

**Consultant Signature:** \_\_\_\_\_

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

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

**ACKNOWLEDGEMENT**

Personally appeared before me at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, who affirmed under oath that the foregoing information is true and accurate.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

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

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

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

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

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

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

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

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

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Signature of Consultant’s Authorized Official

---

Name and Title of Consultant’s Authorized Official

---

Date



**CHARTER AND CODE of the CITY OF STAMFORD COUNTY OF FAIRFIELD STATE OF CONNECTICUT Nos. 47-14 thru 47-16**

[https://library.municode.com/CT/stamford/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH47PE\\_ARTIVLASTRE](https://library.municode.com/CT/stamford/codes/code_of_ordinances?nodeId=COOR_CH47PE_ARTIVLASTRE)

**Sec. 47-14. - Hiring preferences.**

- A. In the employment of labor to perform the work specified in § 47-16A herein, preference shall be given to legal residents of the United States who are and continuously for at least three (3) months prior to their date of hire have been residents of the labor market area for the City of Stamford as established by the State Labor Commission under Section 31-52(b) of the Connecticut General Statutes, and if no such qualified person is available, then to legal residents who have continuously resided in the county in which the work is to be performed for at least three (3) months prior to their date of hire, and then to legal residents of the state who have continuously resided in the state at least three (3) months prior to their date of hire. Any contractor who knowingly and willfully employs any person in violation of any provision of this subsection shall be fined one hundred dollars (\$100.00) for each week or fraction of a week each such person is employed.
- B. Each contract specified in § 47-16A herein shall contain the following provisions: "In the employment of labor to perform the work specified herein, preference shall be given to legal residents of the United States who are and continuously for at least three (3) months prior to their date of hire have been residents of the labor market area for the City of Stamford as established by the State Labor Commission under Section 31-52(b) of the Connecticut General Statutes, and if no such qualified person is available, then to legal residents who have continuously resided in the county in which the work is to be performed for at least three (3) months prior to their date of hire, and then to citizens of the state who have continuously resided in the state at least three (3) months prior to their date of hire."

**Sec. 47-15. - Compliance with provisions.** [\[5.1\]](#)

- A. Every person or employer with three (3) or more persons in his employ, contracting with the City of Stamford for public or publicly aided construction as defined in section 47-16A, shall be deemed to have accepted the provisions of this section, and these provisions shall thereupon become part of the contract documents and shall be incorporated therein. In particular, during the performance of this contract, the contractor shall be deemed to agree as follows:
- (1) The contractor, by itself or its agent, will not discriminate against any employee or applicant for employment because of race, color, religious creed, age, sex, marital status, national origin, ancestry or physical disability, except in the case of a bona fide occupational qualification or need.
  - (2) The contractor will take affirmative action to make known that company's policy in this regard and to recruit and encourage all qualified persons to seek employment based on individual merit and to ensure that all qualified applicants are given employment and that employees are treated equally during employment without regard to their race, color, religious creed, age, sex, marital status, sexual orientation, gender identity or expression, national origin, ancestry or physical disability. Such affirmative action and nondiscrimination shall be in respect to but not limited to the following: employment; terms and conditions of employment; upgrading, demolition or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in form to be approved by the Commission on Human Rights of the City of Stamford, setting forth the provisions of this nondiscrimination clause.
  - (3) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, age, sex, marital status, sexual orientation, gender identity or expression, national origin, ancestry or physical disability.
- B. Each labor organization supplying labor to or having a labor contract with a person covered by Subsection A of this section shall be deemed to have accepted the provisions of this section. In particular, such union shall be deemed to agree as follows:
- (1) The union will not discriminate against any union member or employee or applicant for union membership or employment because of race, color, religious creed, age, sex, marital status, sexual orientation, gender identity or expression, national origin, ancestry or physical disability, unless such action is based on a bona fide occupational qualification.

- (2) The union will take affirmative action to make known its policy in this regard and to encourage and recruit all qualified persons to seek union membership and employment based on individual merit and to ensure that all qualified applicants are given union membership and employment and that members and employees are treated equally during union membership and employment without regard to their race, color, religious creed, age, sex, marital status, sexual orientation, gender identity or expression, national origin, ancestry or physical disability. Such affirmative action and nondiscrimination shall be in respect to but not be limited to the following: union membership; employment; terms and conditions of employment; upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and the benefits of collective bargaining rights. The union agrees to post in conspicuous places, available to employees, its members and applicants for employment or union membership, notices in form approved by the Commission on Human Rights of the City of Stamford, setting forth the provisions of this nondiscrimination clause.
- C. The Commission on Human Rights and/or the Director of Operations [\[5.2\]](#) shall have the right to inspect and obtain copies of personnel, employment and other relevant records of contractors and membership and other relevant records of unions subject to this Article for the purpose of investigation to determine compliance.
- D. Upon due notice to a contractor or a union concerning which there is reasonable cause to believe noncompliance has occurred or is occurring, the Commission on Human Rights is empowered to hold a public hearing to determine whether or not any of the provisions of this section have been violated. In the event it is found that a contractor has not complied with this section or with the nondiscrimination and affirmative action clauses of his contract, the Commission on Human Rights may cancel, terminate or suspend such contract in whole or in part and the contractor may be declared ineligible for further city contracts until such time as the Commission shall certify that the contractor is in compliance, and such other sanctions may be imposed and remedies invoked as provided by law or rule or regulation promulgated thereunder. In the event it is found that a union has not complied with this section, the Commission may direct it to take steps to achieve compliance or be disqualified from furnishing labor to contractors subject to this section, or such other sanctions may be imposed and remedies invoked as provided by law or by rule or regulation promulgated thereunder.
- E. The Commission on Human Rights is hereby authorized to adopt, publish, amend and rescind rules and regulations, consistent with and in furtherance of the provisions of this section, to subpoena witnesses and require the production of documents to the same extent as is authorized by Section 31-125 of the Connecticut General Statutes, as the same may be, from time to time, amended.

Footnotes:

--- (5.1) ---

— Amended [9-8-2015 by Ord. No. 1201](#).

--- (5.2) ---

Editor's Note— The position of Commissioner of Public Works was eliminated by referendum on 11-7-1995. The responsibilities previously held by the Commissioner of Public Works are now held by the Director of Operations. See Charter, Sec. C5-10-1.

Sec. 47-16. - Wage and hour provisions.

- A. Each contract for the construction, alteration or repair of any public works project by the City of Stamford or for any construction, alteration or repair project financed or subsidized in any way by the City of Stamford, including any such construction contract toward which the City of Stamford makes any cash payment, payment of in-kind services or provision of land for construction thereon, and all contracts involved in any part of the official redevelopment plan of the City of Stamford where the plan requires the City of Stamford to furnish cash, noncash equivalents or credits, in-kind services or any other expenditure of city staff, money or material, shall contain the following provision: "The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in Subsection H of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of Stamford. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each payday.
- B. Any person who knowingly or willfully employs any mechanic, laborer or workman in the construction, alteration or repair of any public works project for or on behalf of the City of Stamford or in any building or construction project financed or subsidized in any way by the City of Stamford as defined in Subsection A at a rate of wage on an hourly basis which is less than customary or prevailing for the same work in the same trade or occupation in said City of Stamford, or who fails to pay the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund or, in lieu thereof, to the employee as provided by Subsection A, shall be fined not more than one hundred dollars (\$100.00) for each offense. In addition, if it is found by the Director of Operations that any mechanic, laborer or workman employed by the contractor or any subcontractor directly on the site for the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as required by this section, the Director of Operations may, by written notice to the contractor, terminate such contractor's right to proceed with the work or such part of the work as to which there has been a failure to pay said required wages and to prosecute the work to completion by contract or otherwise, and the contractor and his sureties shall be liable to the City of Stamford for any excess costs occasioned the City of Stamford thereby. The Director of Operations shall, within two (2) days after taking such action, notify the State Labor Commissioner in writing of the name of the contractor or subcontractor, the project involved, the location of the work, the violations involved, the date the contract was terminated and steps taken to collect the required wages.
- C. The Director of Operations may make complaint to the proper prosecuting authorities for violation of any provision of Subsection B.
- D. For the purpose of predetermining the prevailing rate of wage on an hourly basis and the amount of payment or contribution paid or payable on behalf of each employee to any employee welfare fund as defined in Subsection H and for establishing classifications of skilled, semiskilled and ordinary labor, the Director of Operations shall be guided by determinations made by the Labor Commissioner of the State of Connecticut under C.G.S. § 31-53(e). If such determinations are not available, the Director of Operations shall hold a hearing at any required time in order to make his own determination.
- E. In accordance with Subsection D, the Director of Operations shall determine the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of such employee to any employee welfare fund as defined in Subsection H, and the agent empowered to let such contract shall include such rate of wage and such amount of payment or contribution paid to any employee welfare fund or, in lieu thereof, the amount to be paid directly to each employee therefor as provided in Subsection A for all classifications of labor in the proposal for the contract. The rate of wage on an hourly basis and the amount of payment or contributions to any welfare fund, as defined in Subsection H, or cash in lieu thereof, as provided in Subsection A, shall at all times be considered as the minimum rate for the classification for which it was established.
- F. Each employer subject to the provisions of this section shall keep, maintain and preserve such records relating to the wages and hours worked by each employee and a schedule of the occupation or work classification at which each mechanic, laborer or workman on the project is employed during each workday and week in such manner and form as the Director of Operations establishes to assure the proper payments due such employees or welfare funds under this section.

- G. The provisions of this section shall not apply where the total cost of all work to be performed by contractors and subcontractors in connection with any project covered by this section is less than five thousand dollars (\$5,000.00).
- H. As used in this section, "employee welfare fund" means any trust fund established by one (1) or more employers and one (1) or more labor organizations to provide from moneys, whether through the purchase of insurance or annuity contracts or otherwise, benefits under an employee welfare plan, provided that such term shall not include any such fund where the trustee or all the trustees are subject to supervision by the Bank Commissioner of this state or any other state or the Comptroller of the Currency of the United States or the Board of Governors of the Federal Reserve System; and "benefits under an employee welfare plan" means one (1) or more benefits or services under any plan established or maintained for employees or their families or dependents, or for both, including but not limited to medical, surgical or hospital care benefits; benefits in the event of sickness, accident, disability or death; benefits in the event of unemployment or retirement benefits.

**City of Stamford**

**Ordinance Compliance**

This is to acknowledge and certify that I/We have read and understood City of Stamford Ordinance Nos. 47-14 thru 47-16 and hereby certify that I/We are in total compliance with same.

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

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

City, State, Zip: \_\_\_\_\_

Title of person completing this form: \_\_\_\_\_

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

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

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

**Contractor's Statement**

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

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

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

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

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

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

\_\_\_\_\_

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

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

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



**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 RFP S-\_\_\_\_\_. Further, if I or said Contractor  
(RFQ/RFP or RFP 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  
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 No. S-\_\_\_\_\_”.

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)

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

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

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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Signature of Contractor’s Authorized Official

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Name and Title of Contractor’s Authorized Official

---

Date

**PROPOSER’S INFORMATION AND ACKNOWLEDGEMENT FORM**

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

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

Proposer’s Name: \_\_\_\_\_

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

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

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

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

Unique Entity ID: \_\_\_\_\_ Tax Id. No.: \_\_\_\_\_

Indicate (Yes/No) if company submitting this RFP is: \_\_\_ MBE \_\_\_ WBE \_\_\_ DBE  
(If yes, attach relevant certification)

This document, in order to be considered a valid RFP, must be signed by a principal, officer or owner of the RFPing firm. Such signature will attest to the fact that the terms, conditions and specifications of this RFP have been read, understood and accepted by the Proposer.

The undersigned acknowledges that the terms, conditions and specifications of this RFP are understood and unconditionally accepted.

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

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

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

RFP Deposit (If Applicable): \_\_\_\_\_

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



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

(Revised 09/3/15)

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

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

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

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

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INSTRUCTIONS AND OTHER INFORMATION

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

1) **Definition of Small Contractor**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

**PART 1 – Bidder Information**

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

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

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

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

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

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

**PART IV - Bidder Employment Information**

Date:

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

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

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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## **Purpose of RFP**

The City of Stamford (City) has issued this Request for Proposals (RFP) to solicit responses from qualified firms (Proposers). The selected vendor will design, procure, and install a new Audio, Visual, Voting System, which will replace the existing system that is used. For the presentation, recording and hosting of the events (Board Meetings, Commission Meetings, Training Sessions, other meetings) from the Board of Representatives Legislative Chambers (hereinafter "BOR Chambers").

The current system has evolved over the past 20+ years and is now beyond its useful life and is reaching technical obsolescence. Therefore, the city is planning to upgrade this legislative Audio-Visual system to meet the current and future expectations of our BOR Chamber's needs.

The City seeks a Proposer who can demonstrate organizational, functional, and technical capabilities, as well as the experience, expertise, and qualifications necessary to implement and support the latest technology in Audio-Visual systems typically in use within a city's council chambers.

## **Project Objectives**

The new system should meet the following objectives:

- Improved video display and recording capabilities.
- Improved audio capabilities
- Improved reliability
- Improved ease of use
- Ability to host hybrid meetings where the council members and/or public may participate in meetings in-person, over video conferencing, phone or any combination thereof.
- Ability for council members to see/hear one another, whether participating in person, over video conferencing, phone or any combination thereof
- Ability to receive phone calls from the public and feed the calls through the BOR Chambers Audio-System while preventing any audio feedback.
- Limit wired microphone use.
- Ability for council members to vote in person or remote.
- Ability for council members and public to view voting results of how each individual member voted on screen, whether participating in person or remotely.

Given the City's current project schedule, it is desired that the Audio-Visual system upgrades will be completely installed and functional on or before Jan 30th, 2024.

## **RFP Questions**

Questions concerning this RFP should be submitted via e-mail to the RFP Coordinator prior to the Deadline. The proposed questions should clearly identify the relevant section of the RFP and page number(s) related to the question being asked. The questions submitted and the City's responses shall be posted on the City's website and sent directly to all Proposers who submit an Intent to Bid.

## **Intent to Bid**

Each Proposer planning to submit a proposal should notify the RFP Coordinator by email. The email should include:

- Proposer company name, address, and telephone number
- Proposer's intent to submit a proposal.
- Name, address, telephone, email, and title of Proposer main contact

Note that submission of the Intent to Bid email does not bind Proposers to submitting a proposal, nor does failure to submit an Intent to Bid preclude the Proposer from submitting a proposal. However, submission of an Intent to Bid will ensure that Proposers receive any RFP addendums and question and answer sets.

## **City Overview**

### **Existing Equipment**

All existing AV equipment is expected to be replaced with the corresponding new elements and/or systems. It is expected that all necessary low voltage and high voltage cabling is sufficient for the new equipment, and it will be the proposer's responsibility to verify its compatibility with what is being proposed. The AV Contractor will inventory all the existing equipment and put it on a palette for City disposal.

### **Scope of Work**

The city is seeking a qualified vendor to design, procure, and install the Audio-Visual System equipment in the Board of Representatives (BOR) Chambers. The scope of work for this engagement will be to remove the existing equipment, keeping as much infrastructure intact as possible while ensuring that all equipment is wireless and not fixed to the existing furniture.

The configuration of the chambers may change with every election cycle. It is because of this that we are requesting that microphones and displays be wireless and not hardwired into the existing furniture.

The Audio-Visual (AV) Contractor will verify electrical requirements, conduit, heat load data, and interior design considerations unique to the audiovisual system.

The AV Contractor will provide the following services to the city as required:

- Complete AV system detailed engineering
- Equipment coordination and supply
- Construction coordination

- System production
- Control system configuration and programming
- Factory acceptance testing
- Complete system installation
- Technical training
- Site acceptance testing
- User training
- Preventive maintenance and system warranty
- Documentation
- Technical Documentation
- Operational Procedures and Documentation
- Operational Code

#### I. AV System Detailed Engineering

Detailed engineering of final systems configuration – AV Contractor will perform final AV systems engineering and design to meet the functional criteria identified.

#### II. Equipment Coordination and Supply

Supply of all required equipment to provide turn-key system. Supply of interface and mounting components - AV Contractor will supply interface and mounting components and cabling, connectors, and installation materials. Coordination and storage of procured equipment - AV Contractor will coordinate receipt and storage of all procured equipment at AV Contractor's facility for pre-assembly and fabrication prior to site installation.

#### III. Infrastructure Construction and Coordination

AV Contractor will provide all supporting infrastructure and construction to interconnect and install the proposed equipment for use. Site review and construction completion verification – AV Contractor will review the site and confirm completion of the construction site work by related trades managed by AV Contractor prior to the delivery of sensitive electronic equipment. As much construction, configuration, and assembly of the proposed equipment will be completed prior to on-site installation. Prior to installation, in the timeframe when the BOR Chambers is scheduled to be closed, Contractor will complete all necessary demolition, structural construction, wet work, and leave an environment free of dust and debris before equipment is moved into place.

#### IV. System Production

Upon receipt of equipment, AV Contractor will provide the City with proof of delivery and begin the construction and assembly of approved systems. This work will be done in the AV Contractor's facility. Systems will be fully assembled, wired, programmed, and tested prior to delivery to the City's site.

## V. Control System Configuration and Programming

AV Contractor will configure and develop control system programming code and touch panel graphical user interface (GUI) code and pages to provide efficient and intuitive system operation. The control system manufacturer's standard application development environment will be used for all programming and configuration. Complete operating code will be loaded and tested in AV Contractor's facility prior to system installation.

## VI. Factory Acceptance Testing

After all systems are assembled and programming installed, pre-installation factory acceptance testing (FAT) will be performed in the AV Contractor's facility and shall provide the City with the results.

## VII. System Installation

Once the site is verified as completely prepared and acceptable for receipt of the electronic systems, the AV systems will be transported to the site and installed. Complete system installation to supporting infrastructure (conduit, electrical, cabling, etc.) will be performed by AV Contractor during the timeframe designated for BOR Chambers closure.

## VIII. Technical Training

The City's BOR Legislative Staff will be trained both as the system is being installed and as a dedicated training/overview of at least two (2) Four (4)-hours sessions on site.

## IX. Site Acceptance Testing

After all AV systems are installed, final testing and adjustments will be made to ensure compliance with the established performance criteria. The city will be present to observe and sign off on the testing completion.

## X. User Training

Once all systems are installed and final testing and adjustments have been completed, City staff operational training will be performed. An allowance of sixteen (16) hours of operational training shall be included. Additional operational training and manufacturer specific operational training may be provided upon request at additional charge. Following the User Training, the city will perform a complete mock meeting run through. If successful, a System Acceptance Certificate will be executed, and final payment authorized. Failure of any component during the System Acceptance will result in withholding of final payment and may invoke Liquidated Damages if the system cannot be used for the next scheduled public meeting.

## XI. Day One Support

AV Contractor will provide one system engineer on-site for the first live City Council meeting that will utilize the new system.

## XII. Preventive Maintenance and System Warranty

- Service support – A complete and comprehensive program of preventive maintenance, service and warranty support shall be provided for a period of three years from the date of acceptance of the AV systems proposed.
- Provides remote diagnostic support.
- Unlimited telephone support between the hours of 8:30am-4:30pm, Eastern Standard Time M-F. After-hours support must also be provided at a specified hourly and per call rate.
- 1 hour phone response from 8 AM until 8 PM during normal business days.
- Options for EMERGENCY response to BOR Chamber on Monday and Tuesday evenings from 5 PM – 8 PM within 30 minutes of verifying issue cannot be resolved remotely.
- Regular inspections of the system to ensure the latest firmware/software updates are completed in a timely manner and testing of all equipment to ensure proper working conditions.
- Covers removal, reinstallation, configuration, testing and alignment of repaired equipment.
- Covers all required parts and repair costs for equipment breakdown.
- Such support will be billed on an annual basis with a limited price escalation as specified herein and subject to cancellation with 30 days written notice.

## XIII. Documentation

Within two weeks of final system adjustments and user training are completed, the following will be presented to the Client in electronic and hard form for archival.

- a. System training materials
- b. All System Source Code (Electronic Only)
- c. Final Equipment Schedule (including model numbers, serial numbers, etc. in machine readable, e.g. EXCEL, form). This list will also include all existing equipment included as part of the final system.
- d. As-Built System Drawings

### **Equipment List**

The list of equipment is required (specific brands, and models).

#### Displays

- The existing Video Display System will remain in place and be reused in the system upgrade.

#### Audio

- Deinstall the existing microphone system.
- Install a new wireless delegate system consisting of the following.



- (1) One wireless access point
- (40) Forty custom wireless delegate units with custom button panel
- (40) Forty 40cm Gooseneck Microphones
- (8) Eight Charging Docks

Provide a Quad Wireless Microphone Receiver and install.

- (3) Three wireless bodypack transmitters
- (3) Three Lavalier Microphones
- (1) One 18" wired microphone at the Podium

Provide and install a new audio digital signal processor to mitigate any feedback or interference between the speakers and microphones.

Replace the existing audio amplifier with a new 8-Chanel audio amplifier to power the existing speaker system.

- Existing speakers should be repurposed in the new system.
- Speakers must be tested prior to installation to verify they are in proper working condition.

#### Cameras

- The existing PTZ Cameras and Camera Mounts must be deinstalled from the ceiling and returned to the City IT Department.
- Install (5) five new PTZ Cameras along with (5) five new ceiling mounting brackets to replace the previously deinstalled units.
- Reuse the existing SDI cabling to connect the new cameras to the equipment rack.
- Provide a new camera control system and install it on the desk for camera control and selection.
- Install a rack mounted Quad-View Display to preview the camera feed.
- Provide once new 21" Desktop Monitor at the desk to display the current camera feed.
- Provide and install a new Poly Auto-Tracking Camera replacing the Aver Camera above the existing large format display on the corner of the space for use during video conferencing calls (Zoom or Teams).
- The Camera must connect to the room PC and Video calls will be started and controlled from the PC.

#### Controls

- Provide and install a new Control System and replace the existing system. The new Control System will be operated via a new 7" Touch Panel installed at the Desk.
- The system must have the following functionality:
  - System I/O
  - Volume Control

- Source Selection
  - Video Routing
- Provide and install a new Video Switcher at the Equipment Rack

#### Additional Notes

- Wiring below the raised floor must be deinstalled and removed.
- Vendor is responsible for electrical work.
- Installation must occur during standard business hours.

### **Technology Resources Available**

The city will make the following resources available during the demolition, reconstruction, configuration, and testing of the system:

- Information Technology Staff
- Board of Representatives Legislative Officer
- City Electrician
- Building Manager

Any request for service must be at least one week in advance and/or part of a comprehensive project plan and timeline.

### **Tasks and Deliverables**

#### **I. Project Description**

The BOR Chambers and related control systems will be upgraded to utilize current, reliable and supportable technology to allow the city to conduct Board and Committee meetings and other presentations requiring internal AV support and broadcast. The new BOR Chambers AV system will include new local sound reinforcement, audio and video recording, multiple cameras and presentation distribution to cable broadcast and online streaming. An integrated control system will be used to allow easy and intuitive user control of the system. The control system provides full system control, including selection and control of source devices, presentation switching, and audio control. The adjacent Caucus Conference Rooms (2) will also require Audio-Visual Enhancement with the same functionality as the BOR Chambers on a much smaller scale. We anticipate that the Caucus rooms will only require one (1) microphone per room. The Caucus rooms will have to support the same type of hybrid meeting and voting functionality as the BOR Chambers. Facility electronic, electrical, millwork, structural and infrastructural design, engineering, and modification are required to support the intended upgrade and are included as a part of this work. All wiring will be dressed and terminated properly. Cable wiring management will be put in place for easy access, testing and replacement of cables as needed. Cables/cords will be labeled as well as all outlets and connections.

## **II. Dais**

The BOR Chambers has a four-position dais with a possible extension to six positions. Each seated location will have a mounted gooseneck microphone and mute switch. Board President, Board Clerk and Two Legislative Staff members will each have a microphone, computer, PC Display, and mute switch. The legislative staff must also have the primary in-chamber presentation control point (whether software or touch panel device) for use during meetings to control the AV presentation systems and will be used to select and control the presentation media to be displayed in the BOR Chamber, audio volume, audio conferencing, microphone control, and video preview of all available sources. The existing control panel, microphones, and toggle switches are to be removed, millwork modifications made, and new devices installed (wireless options preferred).

The microphones will be used for local sound reinforcement, audio conferencing, recording, and distribution to broadcast and will have a LED color indicator of status (mute or unmute). The President's position will have an additional mute button for controlling the mute/unmute of the podium microphone.

## **III. Podium**

The existing podium will be reused in place. A new gooseneck microphone will replace the existing microphone. Control of the podium mute will be provided on any of the touch panels.

## **IV. Main Video Display**

The existing City BOR Chambers uses a 1:3 (one control from computer on dais, to three large monitors in the room) projection system for visual presentations. The screen occupies an area of wall stage-left of the dais and obtains its image from a projector that rests atop a table within the AV/broadcast control room beyond it. As most rear projection systems mount their projectors on rigid metal frames to allow precise alignment and stability, the current arrangement leaves the system vulnerable to misalignment and vibration. More importantly however, using the AV/broadcast Control Room space as the "rear projection chamber" requires the broadcast engineer to duck below the projected beam of light to avoid interfering with it.

## **V. Audio Reinforcement, Audio Conferencing and Assisted Listening**

Besides the gooseneck microphones located at each of the dais, President, and Clerk Stations, 2 Legislative Staff Station, and podium, two (2) wireless lavalier microphones, and two (2) wireless handheld microphones will be used for voice reinforcement and presentation support. All wireless microphones will have rechargeable batteries and will be recharged via dual docking charging stations. The video and computer sources are to provide media audio. A multi-zone distributed loudspeaker system will be employed for mixed media, audio conferencing, and voice audio reinforcement in the BOR Chambers and Public Gallery. The existing ceiling mounted speakers will be reused in-place (if operational). The loudspeakers will be amplified from the audio equipment (if operational). The existing equipment rack is to be reused. The volume level for the BOR Chambers Gallery speaker systems will be available via the control system.

## **VI. Camera System**

New cameras are proposed to augment the current camera count to enable better line-of-sight coverage of dais and presenters and to enable simultaneous “close-in” and wide camera angles to be available. The new cameras are proposed to be 1080p (HD) in keeping with current technology standards. Existing cameras are proposed to be replaced with identical 1080p models to provide consistent resolution and color balance across all views. Remote control of white balance, color correction, and other available settings and controls will be available via camera control units (CCU) to be in the control rack. High quality lenses, suitable for broadcast use, shall be capable of remote control of focus, zoom, and iris. The integral lenses shall be capable of close-up head shots of people seated at the dais and other locations. Joystick type or sound activated camera and touch screen production controllers, integrated with the production switcher, will be available to the legislative staff for all cameras pan, tilt, zoom, focus, and other controls as required.

## **VII. Control System**

An integrated AV control system will be included in the BOR Chambers system. Functionality of the control system will include, but is not limited to, system power control, selection, and control of source devices to be displayed on the video wall, presentation router control, microphone muting, Chamber ceiling speaker volume level control, and video source preview. The primary control point of the presentation system will be located at the Clerk’s position in the Council Chamber. All the equipment of the control system shall be protected by an Uninterruptible Power Supply (UPS). In the event of power outage, the UPS will provide sufficient power to shut down the system in the proper fashion without damaging any equipment. When power is restored to the system, the system will power up and return to its default state. A system to allow remote monitoring, troubleshooting, and connection to all controlled devices shall be provided. Access shall be controlled by the Legislative Staff. Control System Functionality Guide Touch Control Panels are to allow the operator to have access to BOR Chamber presentation system controls for system power, display source selection, and video preview of any source. The control system will sufficiently control all devices necessary to allow, upon source selection, seamless and automatic distribution of a selected BOR Chambers presentation source device to the video displays and to the production system in Hi-Definition video. Additionally, audio from the selected source device shall be automatically selected and routed to the audio mixer while all unselected source devices are muted. Control pages, panels or buttons will be laid out logically and symmetrically with a minimum of page flips, pop-ups, or button changes for standard control functions. Background colors, button colors and layout shall be coordinated with the City and approved by the City prior to site installation.

## **VIII. Overflow Feed**

The existing cabling to the Public Gallery will be upgraded to allow 1080p video with embedded audio to be sent to the room for overflow viewing/listening purposes. If necessary, a new display and HD receiver for the Public Gallery will be proposed to enable viewing the higher resolution content. Enabling and disabling the Community Room AV feed will be controllable from the BOR Chambers.

## **Executive Summary**

This shall consist of an executive summary providing an overview of Vendor's solution/implementation, with a focus on any new technologies, innovations, processes, and transformation that Vendor will bring to help the City meet its objectives. The executive summary should include a description of the following:

- A description of Vendor's solution/implementation.
- A description of Vendor's pricing approach, including any software license costs.
- A description of Vendor's relevant experience to the proposed solution/implementation, including Vendor's previous municipal and local government clients with similar geographic footprints and population sizes as City.
- A list of key interactions expected to occur between Vendor and the other involved parties (e.g., the City, City contractors, etc.), as well as a description of vendor's approach for managing and communicating between and among those parties during the development and deployment of the project.
- A summary of any key differentiators that make Vendor uniquely positioned to provide an upgrade to the Audio-Visual system of the city.

Please add the following verbiage to the Executive Summary:

The undersigned declares that she or he:

- Has carefully examined the Request for Proposal, which is hereby made a part of this proposal.
- Is thoroughly familiar with its contents.
- Is authorized to represent the proposing firm.
- Agrees to perform the work as set forth in this proposal.
- Certifies this proposal meets or exceeds all the requirements in the Request for Proposal, except as otherwise indicated and supported by supplemental schedules or attachments included with this proposal.
- Will be required to provide a certificate of Insurance as detailed in this RFP.

Firm Name and Address Contact Name: Phone:

Local Branch Address (if applicable)

Branch Manager: Phone:

Signature of Authorized Representative

Date:

## **Vendor's Alternative Proposals**

In this section of Vendor's Proposal, Vendor may include alternative solutions and/or equipment ("Alternative Proposal") for consideration by the City. Alternative Proposals shall be accompanied by

descriptions of how and why the alternative solutions and/or equipment would be better suited than the specifications and equipment outlined. Be sure to include adjusted pricing models for the alternative proposal and how the alternative solutions and/or equipment would affect the integration or interoperability with the rest of the equipment.

**Pricing Model**

Vendor shall provide pricing pursuant to the template below. Vendor shall provide a detailed breakdown of costs associated with the Proposal, including, but not limited to, costs for project management, research/inquiry, development, training, and implementation for:

a) Hardware costs

b) Software costs

c) Labor costs

d) Maintenance Costs

Description Unit Price (\$) Total Price (\$)

Hardware Cost

Software Cost

Labor Cost

Other Additional Cost (Specify Cost)

Sales Tax

Total One-Time Cost:

Annual Maintenance Cost for three years

Any Additional Recurring Cost

**Insurance and Business License**

The Vendor shall demonstrate the willingness and ability to provide the required insurance coverage as set forth in the City Agreement and provide proof of insurance prior to starting work on this project.

**References**

Vendor shall provide project descriptions and verifiable references for at least three (3) of Vendor’s customers that, to the extent possible, are local (or state) governments, have similar geographic footprints and population sizes as the City, and for which Vendor has developed and implemented broadcasting systems during the calendar years 2021, 2022 and 2023. The references shall include contact information.

Reference No. 1

Organization

Name

Contact

Name

Phone

Number

Email

Address

Mailing

Address

City, State,

Zip Code

Reference No. 2

Organization

Name

Contact

Name

Phone

Number

Email

Address

Mailing

Address

City, State,

Zip Code

Reference No. 3

Organization

Name

Contact

Name

Phone  
Number  
Email  
Address  
Mailing  
Address  
City, State,  
Zip Code

### **Vendor Selection**

Selection will be made from a list of proposers deemed to be fully qualified and best suited among those submitting proposals based on the evaluation factors explained below.

### **Qualifying Proposals**

The City will review each submitted Proposal to determine whether it is a Qualifying Proposal. A Qualifying Proposal is one that meets all the criteria set forth below. All Proposals that ARE NOT a Qualifying Proposal will be disqualified from this RFP process. A "Qualifying Proposal" is a Proposal that:

- a) Was submitted after attending mandatory walk-through of the BOR Chambers at City either in-person.
- b) Was submitted (in the form and format required) by the due date and time as specified.
- c) Conforms to all the requirements of the RFP (e.g. includes the requisite number of copies, and customer references).

### **Evaluation of Qualifying Proposals**

The City will evaluate each Qualifying Proposal based on the degree to which it complies with City's requirements, as articulated in this RFP.

### **No Representations or Warranties**

The City makes no representations or warranties regarding the accuracy or completeness of the information contained in this RFP or otherwise provided by the City through the RFP process. Vendor is responsible for making its own evaluation of information and data contained in this RFP or otherwise provided by the City, and for preparing and submitting responses to the RFP. The City has attempted to validate the information provided in this RFP, but it is possible that Vendor may detect inconsistencies or potential errors. While Vendor should identify these potential issues in its questions or in an appendix to its proposal, Vendor should use the information provided in the RFP on an "as-is" basis for its initial proposal. Information regarding the City and the initiative may be revised or updated and republished for inclusion in a final response.



## **Proposal Preparation Cost**

Vendor will be responsible for all costs it incurs in connection with this RFP process (including but not limited to proposal preparation, personnel time, travel-related costs, and other expenses) and finalization of scope of services and compensation exhibits in the contract.

## **Proposal Evaluation**

- **Evaluation Methodology**

Proposals submitted in response to this RFP will be evaluated by the evaluation committee. This committee will be comprised of technically qualified personnel from the City of Stamford.

All proposals will be evaluated based upon the criteria shown in Section 4.2. Each proposal will be assigned a numeric score in this evaluation. Oral presentation may be required in order to clarify any issue and to provide additional insights into the proposal. The financial supplement of the proposal meeting the requirements of the Office of Operations will be part of this evaluation.

- **Proposal Evaluation**

The Office of Operations will evaluate the proposals on the following basis:

- **Corporate Experience and Capacity**

- **Corporate Experience:**

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

- **Project Experience:**

Project experience will be evaluated based upon the quality and implementation of similar work.

- **Corporate Capacity (Level of Effort):**

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

- **Committed Staff and Project Organization**

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

- **Related Project Experience:**

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

- **Project Staff:**

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

- **Technical Skills:**

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

- **Project Management Plan and Organization:**

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

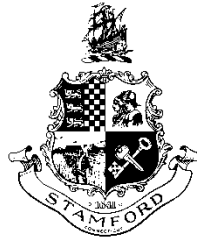
- **Understanding of Work to be Performed**

The proposer's understanding of the work required to successfully complete the project will be evaluated based upon the proposer's approach to the Project Scope including example reports, documentation previously prepared and other deliverables from previous projects related to describing how the project will be performed and the end product which the Office of Operations can expect.

- **Financial Statements**

- **Fee Proposal** (Appendix A)
- **Financial Capabilities:** Provide certification that the proposer is financially capable of meeting all of the financial terms of this RFP.

**MAYOR  
CAROLINE SIMMONS**



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

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

## **State of Connecticut Prevailing Wage Bid Package**

Source: <https://www.ctdol.state.ct.us/wgwkstnd/BidPack.htm>  
Date Reviewed: September 15, 2022

- Prevailing Wage Law Poster
- Section 31-53b: Construction safety and Health Course. Proof of completion required for employees on public building projects.
- Informational Bulletin - The 10-Hour OSHA Construction Safety and Health Course
- Notice For All Mason Contractors
- CT General Statute 31-55a
- Contracting Agency Certification Form
- Contractor's Wage Certification Form
- Payroll Certification - Public Works Projects
  - Sample Completed Form
- Information Bulletin - Occupational Classifications
- Footnotes (Rev. 07/19)
- Project Specific Wage Rates



**THIS IS A PUBLIC WORKS PROJECT**

**Covered by the**

**PREVAILING WAGE LAW**

**CT General Statutes Section 31-53**

**If you have QUESTIONS regarding your wages  
CALL (860) 263-6790**

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

**Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions.** (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

# **Informational Bulletin**

## **THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE, PROGRAM OR TRAINING**

(Applicable to public works contracts as described by Conn. Gen. Stat. § 31-53(g)  
entered into *on or after July 1, 2009*)

- (1) This requirement was created by Public Act No. 08-83, which is codified in Section 31-53b of the Connecticut General Statutes;
- (2) The course, program or training is required for public works contracts as described by Conn. Gen. Stat. § 31-53(g) entered into on or after July 1, 2009;
- (3) It is required of private workers (not state or municipal workers) and apprentices who perform the work of a mechanic, laborer or worker pursuant to the classifications of labor under Conn. Gen. Stat. § 31-53 on a public works project as described by Conn. Gen. Stat. § 31-53(g);
- (4) The ten-hour construction safety and health course, program or training pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, a new mining training program approved by the Federal Mine Safety and Health Administration in accordance with 30 C.F. R. 48, or, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is [http://www.osha.gov/fso/ote/training/edcenters/fact\\_sheet.html](http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html);
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Proof of course, program or training completion shall be demonstrated through the presentation of a “completion document” (card, document, certificate or other written record issued by federal OSHA or by the Federal Mine Safety and Health Administration) as defined by Conn. State Agencies Regs. § 31-53b-1(2).
- (8) Any completion document with an issuance date more than 5 years prior to the commencement date of the public works project shall not constitute proof of compliance with § 31-53b;
- (9) For each person who performs the duties of a mechanic, laborer or worker on a public works project, the contractor shall affix a copy of the completion document

- to the certified payroll required to be submitted to the contracting agency for such project on which such worker's name first appears;
- (10) Any mechanic, laborer or worker on a public works project found to be in non-compliance shall be subject to removal from the project if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
  - (11) Any such employee who is determined to be in noncompliance may continue to work on a public works project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
  - (12) The statute provides the minimum standards required for the completion of a construction safety and health course, program or training by employees on public works contracts; any contractor can exceed these minimum requirements.;
  - (13) Regulations pertaining to § 31-53b are located at Conn. State Agencies Regs. §31-53b-1 *et seq.*, and are effective May 5, 2009. The regulations are posted on the CTDOL website;
  - (14) Any questions regarding this statute or the regulations may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgmenu.htm>; or by telephone at (860)263-6790.

**THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.**



November 29, 2006

**Notice**  
**To All Mason Contractors and Interested Parties**  
**Regarding Construction Pursuant to Section 31-53 of the**  
**Connecticut General Statutes (Prevailing Wage)**

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

**Forklift Operator:**

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

*Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.*

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

## STATUTE 31-55a

### - SPECIAL NOTICE -

**To: All State and Political Subdivisions, Their Agents, and Contractors**

**Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.**

*Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.*

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us). For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

**Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.**

# *NOTICE*

## ***TO ALL CONTRACTING AGENCIES***

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached “Contracting Agency Certification Form” to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

Inquiries can be directed to 860.263.6790.



CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION

**Contracting Agency Certification Form**

I, \_\_\_\_\_, acting in my official capacity as \_\_\_\_\_,  
Authorized Representative Title

for \_\_\_\_\_, located at \_\_\_\_\_,  
Contracting Agency Address

do hereby certify that the total dollar amount of work to be done in connection with

\_\_\_\_\_, located at \_\_\_\_\_,  
Project name and number Address

shall be \$\_\_\_\_\_, which includes all work, regardless of whether such project  
contains of one or more contracts.

**Contractor Information**

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

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

Authorized Representative: \_\_\_\_\_

Approximate Starting Date: \_\_\_\_\_

Approximate Completion Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Return to:

Connecticut Department of Labor  
Wage & Workplace Standards Division  
200 Folly Brook Blvd.  
Wethersfield, CT 06109

*Rate Schedule Issued (Date):* \_\_\_\_\_

CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION

**CONTRACTORS WAGE CERTIFICATION FORM**  
**Construction Manager at Risk/General Contractor/Prime Contractor**

I, \_\_\_\_\_ of \_\_\_\_\_  
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the \_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Street  
\_\_\_\_\_  
City

and all of its subcontractors will pay all workers on the  
\_\_\_\_\_  
Project Name and Number  
\_\_\_\_\_  
Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

\_\_\_\_\_  
Signed

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Return to:  
Connecticut Department of Labor  
Wage & Workplace Standards Division  
200 Folly Brook Blvd.  
Wethersfield, CT 06109

Rate Schedule Issued (Date): \_\_\_\_\_



## CONNECTICUT DEPARTMENT OF LABOR

[Home](#)[About Us](#)[FAQ](#)[News and Notices](#)[Contact Us](#)[Unemployment Benefits On-Line](#)[Job Seekers](#)[Employers](#)[Labor Market Information](#)[Directions/Office Information](#)**CERTIFIED PAYROLL FORM WWS - CPI****Employee Complaint Forms****Employer Forms****Manuals and Publications****Prevailing Wages****Standard Wage Rates****Workplace Standards****Employment of Minors****FMLA****Joint Enforcement  
Commission For Worker  
Misclassification (JEC)****Stop Work Orders****Contact Us**

In accordance with [Connecticut General Statutes, 31-53](#) Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.

**Note:** Once you have downloaded these forms and are ready to print them out, set the print function on your PC to the horizontal print orientation.

**Note2:** Please download both the Payroll Certification for Public Works Projects **and** the Certified Statement of Compliance for a complete package. The Certified Statement of Compliance appears on the same page as the Fringe Benefits Explanation page.

**Announcement: The Certified Payroll Form WWS-CPI can now be completed on-line!**

- [Certified Payroll Form WWS-CPI](#) (PDF, 727KB)
- [Sample Completed Form](#) (PDF, 101KB)

200 Folly Brook Boulevard, Wethersfield, CT 06109 / Phone: 860-263-6000

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**\*FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker’s compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care \_\_\_\_\_ 4) Disability \_\_\_\_\_
- 2) Pension or retirement \_\_\_\_\_ 5) Vacation, holiday \_\_\_\_\_
- 3) Life Insurance \_\_\_\_\_ 6) Other (please specify) \_\_\_\_\_

**CERTIFIED STATEMENT OF COMPLIANCE**

For the week ending date of \_\_\_\_\_,

I, \_\_\_\_\_ of \_\_\_\_\_, (hereafter known as Employer) in my capacity as \_\_\_\_\_ (title) do hereby certify and state:

**Section A:**

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such person is covered by a worker’s compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

\_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Title)                      \_\_\_\_\_ Submitted on (Date)





[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS										Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109										
In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.										WEEKLY PAYROLL										
CONTRACTOR NAME AND ADDRESS: Landon Corporation, 15 Connecticut Avenue, Northford, CT 06472										SUBCONTRACTOR NAME & ADDRESS XYZ Corporation 2 Main Street Yantic, CT 06389				WORKER'S COMPENSATION INSURANCE CARRIER Travelers Insurance Company POLICY # #BAC8888928 EFFECTIVE DATE: 1/1/09 EXPIRATION DATE: 12/31/09						
PAYROLL NUMBER	Week-Ending Date	PROJECT NAME & ADDRESS DOT 105-296, Route 82								Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY	
														FEDERAL	STATE	LIST OTHER				
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE							Total O/T Hours	TOTAL FRINGE BENEFIT PLAN CASH		FICA	WITH-HOLDING	WITH-HOLDING	LIST OTHER			
			Trade License Type & Number - OSHA 10 Certification Number	S	M	T	W	TH	F	S										
Robert Craft 81 Maple Street Willimantic, CT 06226		M/C	Electrical Lineman E-1 1234567 Owner OSHA 123456		8	8	8	8	8									P-xxxx	\$1,582.80	#123 \$ xxx.xx
Ronald Jones 212 Elm Street Norwich, CT 06360	65%	M/B	Electrical Apprentice OSHA 234567		8	8	8	8	8									G-xxx	\$1,464.80	#124 \$xxx.xx
Franklin T. Smith 234 Washington Rd. New London, CT 06320 SECTION B		M/H	Project Manager			8												M-xx.x	\$1,500.00	#125 xxx.xx

7/13/2009 \*IF REQUIRED  
WWS-CP1

\*SEE REVERSE SIDE

PAGE NUMBER 1 OF 2

OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL

**\*FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care Blue Cross 4) Disability \_\_\_\_\_
- 2) Pension or retirement \_\_\_\_\_ 5) Vacation, holiday \_\_\_\_\_
- 3) Life Insurance Utopia 6) Other (please specify) \_\_\_\_\_

**CERTIFIED STATEMENT OF COMPLIANCE**

For the week ending date of 9/26/09,

I, Robert Craft of XYZ Corporation, (hereafter known as

Employer) in my capacity as Owner (title) do hereby certify and state:

**Section A:**

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such employee of the Employer is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such employee's name first appears.

Robert Craft      owner      10/2/09  
 (Signature)      (Title)      Submitted on (Date)

**Section B: Applies to CONNDOT Projects ONLY**

That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

Robert Craft      owner      10/2/09  
 (Signature)      (Title)      Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CP1 as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

**\*\*\*THIS IS A PUBLIC DOCUMENT\*\*\*  
 \*\*\*DO NOT INCLUDE SOCIAL SECURITY NUMBERS\*\*\***

## **Information Bulletin** ***Occupational Classifications***

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

***Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.***

**Below are additional clarifications of specific job duties performed for certain classifications:**

- **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

- **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ***\*License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.***

- **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. *\*License required by Connecticut General Statutes: R-1,2,5,6.*

- **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

- **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

- Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

- Laborer's Rate

1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ***\*License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.***

- **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. ***\*License required, crane operators only, per Connecticut General Statutes.***

- **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

- **SHEETMETAL WORKERS**

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

- **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

***\*License required per Connecticut General Statutes: F-1,2,3,4.***

- **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are requires to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ***\*License required, drivers only, per Connecticut General Statutes.***



***For example:***

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

➤ *Any questions regarding the proper classification should be directed to:*  
*Public Contract Compliance Unit*  
*Wage and Workplace Standards Division*  
*Connecticut Department of Labor*  
*200 Folly Brook Blvd, Wethersfield, CT 06109*  
*(860) 263-6790.*

**Connecticut Department of Labor  
Wage and Workplace Standards Division  
FOOTNOTES**

⇒ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

**Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons**  
(Building Construction) and  
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

**Elevator Constructors: Mechanics**

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

**Glaziers**

- a. Paid Holidays: Labor Day and Christmas Day.

**Power Equipment Operators**  
(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

**Ironworkers**

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

**Laborers (Tunnel Construction)**

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

**Roofers**

- a. Paid Holidays: July 4<sup>th</sup>, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

**Sprinkler Fitters**

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

**Truck Drivers**

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

**Minimum Rates and Classifications  
for Building Construction**

ID#: 23-49124

**Connecticut Department of Labor  
Wage and Workplace Standards Division**

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: Project Town: Stamford  
 State#: FAP#:  
 Project: Chamber Upgrade Audio Visual

CLASSIFICATION	Hourly Rate	Benefits
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. <b>**See Laborers Group 7**</b>		
1c) Asbestos Worker/Heat and Frost Insulator	45.56	32.65
2) Boilermaker	45.21	29.05
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	39.4	35.65 + a
3b) Tile Setter	37.1	30.52
3c) Tile and Stone Finishers	30.0	25.30
3d) Marble & Terrazzo Finishers	31.07	24.23
3e) Plasterer	42.77	29.63

-----LABORERS-----

**As of:** June 12, 2023

4) Group 1: General laborers, carpenter tenders, concrete specialists, wrecking laborers and fire watchers.	33.5	25.59
4) Group 1a: Acetylene Burners (Hours worked with a torch)	34.5	25.59
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzlemans (Person running mixer and spraying fireproof only).	33.75	25.59
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	34.0	25.59
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	34.5	25.59
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	34.25	25.59
4e) Group 6: Blasters, nuclear and toxic waste removal.	36.5	25.59
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	36.5	25.59
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	31.78	25.59
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	31.24	25.59
4i) Group 10: Traffic Control Signalman	20.1	25.59
4j) Group 11: Toxic Waste Removers A or B With PPE	36.5	25.59

**As of:** June 12, 2023

5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	37.61	27.61
5a) Millwrights	38.02	28.41
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	43.0	39.93
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	61.42	37.335+a+b
-----LINE CONSTRUCTION-----		
Groundman	26.5	6.5% + 9.00
Linemen/Cable Splicer	48.19	6.5% + 22.00
8) Glazier (Trade License required: FG-1,2)	41.18	24.70 + a
9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	42.37	40.02 + a
----OPERATORS----		
Group 1: Crane Handling or Erecting Structural Steel or Stone; Hoisting Engineer (2 drums or over). (Trade License Required)	52.78	27.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and Over	48.37	27.80 + a
Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	52.41	27.80 + a

**As of:** June 12, 2023

Group 2a: Cranes (under 100 ton rated capacity).	51.51	27.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer)	48.0	27.80 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Finegrade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	47.1	27.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper); Goldhofer.	46.64	27.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Spreader, Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24 mandrel).	45.92	27.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	45.92	27.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	45.55	27.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under mandrel).	45.14	27.80 + a
Group 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover; Power Stone Spreader; Welding; Work Boat Under 26 ft.; Transfer Machine; Rigger Foreman.	44.67	27.80 + a
Group 9: Front End Loader (under 3 cubic yards); Skid Steer Loader regardless of attachments; (Bobcat or Similar); Forklift, Power Chipper; Landscape Equipment (including Hydroseeder); Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	44.14	27.80 + a

Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	41.69	27.80 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	41.69	27.80 + a
Group 12: Wellpoint Operator.	41.61	27.80 + a
Group 13: Compressor Battery Operator.	40.92	27.80 + a
Group 14: Elevator Operator; Tow Motor Operator (solid tire no rough terrain).	39.54	27.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	39.06	27.80 + a
Group 16: Maintenance Engineer.	38.28	27.80 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator; Portable Grout Plant Operator; Portable Water Filtration Plant Operator.	43.46	27.80 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (Minimum for any job requiring a CDL license); Rigger; Signalman.	40.54	27.80 + a
-----PAINTERS (Including Drywall Finishing)-----		
10a) Brush and Roller	37.62	24.70
10b) Taping Only/Drywall Finishing	38.37	24.70
10c) Paperhanger and Red Label	38.12	24.70
10e) Blast and Spray	40.62	24.70

**As of:** June 12, 2023



11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	48.28	35.50
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
Rofer: Cole Tar Pitch	44.5	23.30 + a
Rofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	43.0	23.30 + a
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	48.77	45.20
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	48.28	35.50
-----TRUCK DRIVERS-----		
17a) 2 Axle, Helpers	32.16	30.51 + a
17b) 3 Axle, 2 Axle Ready Mix	32.27	30.51 + a
17c) 3 Axle Ready Mix	32.33	30.51 + a
17d) 4 Axle	32.39	30.51 + a
17e) 4 Axle Ready Mix	32.44	30.51 + a
17f) Heavy Duty Trailer (40 Tons and Over)	34.66	30.51 + a

**As of:** June 12, 2023

17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	32.44	30.51 + a
17h) Heavy Duty Trailer up to 40 tons	33.39	30.51 + a
17i) Snorkle Truck	32.54	30.51 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	47.55	32.27 + a
19) Theatrical Stage Journeyman	25.76	7.34

*Welders: Rate for craft to which welding is incidental.*

*\*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

*\*\*Note: Hazardous waste premium \$3.00 per hour over classified rate*

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

*The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.*

*Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.*

*It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.*

*The annual adjustments will be posted on the Department of Labor's Web page:*

*www.ct.gov/dol. For those without internet access, please contact the division listed below.*

*The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.*

*All subsequent annual adjustments will be posted on our Web Site for contractor access.*

*Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.*

*Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage*

**As of:** June 12, 2023

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

**~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).**

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

**As of:** June 12, 2023

**As of:** June 12, 2023

**Important Information:**

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**CITY OF STAMFORD**  
**INSURANCE REQUIREMENTS**  
**Board of Representatives Chambers Audio Visual & Voting System Upgrade**

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> ABC Insurance Co. 123 Main Street City, State Zip	<b>CONTACT NAME:</b> Insurance Broker <b>PHONE (A/C, No, Ext):</b> 888-888-8888 <b>E-MAIL ADDRESS:</b> broker@insurance.com	<b>FAX (A/C, No):</b> 555-555-5555
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Sample Company 456 Sample Company City, State Zip	<b>INSURER A:</b> Insurance Co. 1	NAIC # 11111
	<b>INSURER B:</b> Insurance Co. 2	11112
	<b>INSURER C:</b> Insurance Co. 3	11113
	<b>INSURER D:</b> Insurance Co. 4	11114
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	123456789	01/01/2023	12/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXX,000 MED EXP (Any one person) \$ XXX,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	123456789	01/01/2023	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
C	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	123456789	01/01/2023	12/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 100,000
D	Professional Liability/E&O			123456789	01/01/2023	12/31/2023	\$1,000,000 per occur	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

City of Stamford and its employees, agents and officers designated as additional insureds under commercial general liability and automobile liability. All insurance hereunder are primary, not excess or contributory to any insurance maintained by or on behalf of City of Stamford. Waivers of subrogation in favor of City of Stamford and its employees, agents and officers.

**CERTIFICATE HOLDER****CANCELLATION**

City of Stamford 888 Washington Boulevard Stamford, CT 06901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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