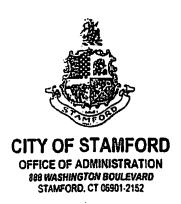
# **EXHIBIT A**

(CITY OF STAMFORD REQUEST FOR PROPOSALS NO. 739A (SECOND REQUEST))

MAYOR DAVID R. MARTIN



PURCHASING AGENT
ERIK J. LARSON
Phone: (203) 977-4107
FAX: (203) 977-5253
Email: olarson@atamfordct.ugv

## **REQUEST FOR PROPOSALS No. 739A (SECOND REQUEST)**

#### MOTOR VEHICLE TAX COMPLIANCE

**PROPOSALS DUE:** 

May 24, 2018 @ 4:00 P.M.

**SUBMIT TO:** 

CITY OF STAMFORD 888 WASHINGTON BOULEVARD STAMFORD, CT 06904-2152

ATTENTION:

ERIK J. LARSON AT (203) 977-4107 OR clarson a stamfordet.gov

NUMBER OF COPIES REQUIRED: ONE ORIGINAL AND SIX (6) COPIES, ALONG WITH TWO (2) ELECTRONIC VERSIONS (USB DRIVE)

Date Issued: (04/24/18)

(REV: 09-01-17)



### CITY OF STAMFORD, CONNECTICUT

## NOTE

EFFECTIVE JANUARY 2, 2009 THE PURCHASING DEPARTMENT IS RQUESTING THAT YOU IDENTIFY CLEARLY, WITH A 'TAB/STICKER', YOUR FEE PROPOSAL SHEET(S), AS WELL AS YOUR BID BOND PAGES, IF APPLICABLE.

Effective: 1/2/09



## CITY OF STAMFORD, CONNECTICUT

## IMPORTANT

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

- 1. The City cannot guarantee that the equipment involved in this technology will be available to provide information or receive transmittals. IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU HAVE CURRENT INFORMATION AND THAT QUOTATIONS ARE RECEIVED AT THE DESIGNATED LOCATION, COMPLETE AND ON TIME.
- 2. The City is not responsible for the confidentiality of information transmitted over the internet.
- 3. The City makes no guarantee as to the completeness or accuracy of downloaded "Request for Bid", "Request for Proposal" or "Request for Qualification".
- 4. Bids/Proposals must be received in hard copy in the Purchasing Department by the due date and time in order to be considered. Please be advised that the Purchasing Department does not accept bids or proposals by email or fax. More Information: (203) 977-4108, (203) 977-4107 or (203) 977-4994.
- 5. Please note modifications made to the City's Standard form of Contract with the addition of <u>Dispute Resolution</u> on pages 5-6 of the Sample Contract.
- 6. Please note the addition of the "Contractor's Statement Form on the next page.

Effective: 10/1/2016

RFP & RFQ

#### **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 member: 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% of the common or preferred stock of said holding company. The names and positions of all persons listed hereinabove who are elected or appointed officers or employees of the City of Stamford. Name of Bidder/Proposer:\_\_\_\_\_ Signature of Bidder/Proposer : Company Name: \_\_\_\_\_ Address: \_\_\_\_

Non-Collusion Certification - RFP/RFQ

By submission of this Proposal, each Proposer or person signing on behalf of the Proposer,

certifies that to the best of his/her knowledge and belief:

l. The prices in this Proposal have been arrived at independently without collusion,

consultation, communication, or agreement with any other Proposer or with a

competitor for the purpose of restricting competition.

Unless otherwise required by law, the prices, which have been quoted in this 2.

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.

No attempt has been made or will be made by the Proposer to induce any other 3.

person, partnership or corporation to submit or not to submit a Proposal for the

purpose of restricting competition.

EFFECTIVE: 12/8/05

MAYOR DAVID R. MARTIN



PURCHASING AGENT ERIK J. LARSON Phone: (203) 977-4107 FAX: (203) 977-5253 Email: elarson@stanfordct.gov

CITY OF STAMFORD
OFFICE OF POLICY & MANAGEMENT
888 WASHINGTON BOULEVARD
P.O. BOX 10192
STAMFORD, CONNECTICUT 06904-2152
(Rev. 09/01/17)

#### **EQUAL EMPLOYMENT OPPORTUNITY**

#### 1. Notification to Bidders

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

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

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

(e) a promise to set aside a portion of the contract for legitimate minority business enterprises.

#### 2. Non-Discrimination

- (a) The contractor agrees and warrants that in the performance of the contract, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. If the contract is for a public works project, the contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and supplies of materials on such project. The contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;
- (b) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "Affirmative Action-Equal Opportunity Employer" in accordance with regulations adopted by the CCHRO;
- (c) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a copy of these provisions, advising the labor union or worker's representative of the contractor's commitments under these provisions and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (d) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 4a-62, 32-9e, 46a-56 and 46a-68b to 46a-68k, inclusive, and with each regulation or relevant order issued by said CCHRO:

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

#### 3. Subcontractors

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

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

MAYOR DAVID R. MARTIN



PURCHASING AGENT ERIK J. LARSON Phone: (203) 977-4107 FAX: (203) 977-5253 Email: elarson@atamfordet.gov

CITY OF STAMFORD
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P.O. 80X 10152
STAMFORD, CONNECTICUT 08904-2152
(Rev. 09/01/17)

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

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

#### **AGREEMENT**

THIS AGREEMENT dated the day of , 2010, by and between the CITY OF STAMFORD, a municipal corporation in the State of Connecticut, hereinafter referred to as the "City", 888 Washington Boulevard, Stamford, Connecticut 06904, acting herein by DAVID R. MARTIN, its Mayor, hereunto duly authorized, and

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

#### WITNESSETH

for

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

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

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

#### NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

attached hereto and incorporated herein.

- 2. COMPENSATION. The City shall pay as compensation to the Contractor a fee of .........
- 3. TIME OF COMMENCEMENT AND COMPLETION OF WORK. The Contractor shall commence the work hereunder upon the execution of this Agreement by both parties and shall complete said work in a timely, efficient, and diligent manner. It is agreed and understood that time is of the essence, and that if the Contractor fails to perform the work within the period allowed, the City shall have the right to terminate this Agreement and/or pursue appropriate legal recourse for the Contractor's breach of this Agreement.

- 4. REVIEW OF WORK. The Contractor will permit the City, its officers, agents, and employees, to review, at any time, all work performed under the terms of this Agreement at any stage of the work.
- 5. INDEMNIFICATION. The Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and, if requested, shall defend them against any loss, cost, damage, injury, liability, and claim for injury to or death of a person, including employees of the Contractor or loss of or damage to property, resulting directly or indirectly from the Contractor's performance of this Agreement, or by any omission to perform some duty imposed by law or agreement upon the Contractor, its officers, agents and employees. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, Contractors and experts, and related costs and the City's cost of investigating any claims against it.

In addition to the Contractor's obligation to indemnify the City, the Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to the Contractor by the City and continues at all times thereafter.

The Contractor shall indemnify and hold the City, its officers, agents and employees, harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses arising out of the Contractor's performance of this Agreement.

- <u>6. ASSIGNMENT.</u> The Contractor shall not assign, sub-contract, or transfer any portion of the work set forth herein without the prior written approval of the City.
- 7. BOOKS AND RECORDS. The Contractor shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of Agreement, settlement of claims, or any other matter pertaining to the Contractor's demand for compensation by the City for a period of not less than three (3) years from the date of the final payment for work performed under this Agreement.
- **8.** INSURANCE. The Contractor shall provide and pay for such insurance as is set forth in Exhibit A Insurance Requirements of the City of Stamford, attached hereto as Exhibit A and made a part hereof.
- 9. REPRESENTATION. The Contractor represents that it is an expert in relation to the work to be performed under this Agreement. The Contractor further represents that it has the requisite skill. expertise, and knowledge necessary to perform the scope of services required under the terms of this Agreement, including any supplementary work and the City relies upon said representation in executing this Agreement.
- 10. INTERPRETATION. The parties agree that in the event of any ambiguity between the terms of this Agreement, the City's Request for Proposal (Exhibit A), and the Contractor's Proposal (Exhibit B), the City in its sole discretion shall determine the terms and/or the documents which shall prevail and take precedence.

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

12. SUBCONTRACTING. The Contractor is prohibited from subcontracting this Agreement or any part of it unless the City first approves such subcontracting in writing and approves, in writing, the specific subcontractors proposed to be used by the Contractor. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

In addition to the foregoing, pursuant to Section 103.4 of the Code, the Contractor agrees to supply the City with the names and addresses of all subcontractors to be used for any subcontract which shall be in an amount in excess of Ten Thousand Dollars (\$10,000.00). Said information shall be supplied at the time such contracts are executed.

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

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

15. TERMINATION. A. TERMINATION FOR CAUSE. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Contractor shall violate any 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, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor and/or its subcontractors under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials to the effective date of termination.

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

- 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 the Agreement, or is in violation of any specific provision thereof.
- 3) If the City reasonably determines satisfactory performance of the Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

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

B. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement at any time the City determines that the purposes of the distribution of monies under the Agreement would no longer be served by completion of the Work/Project. 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 its property. 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.

## (SEE ATTACHED COPY OF DISPUTE RESOLUTION ON THE FOLLOWING PAGES 5 -6)

#### [Section Number] **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.

#### D. 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.

16. GOVERNING LAWS. This Agreement shall be governed by the laws of the State of Connecticut.

17. 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.

THIS PAGE LEFT INTENTIONALLY 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 Agent** Mayor Date:\_\_\_\_ Date:\_\_\_\_ THE CONTRACTOR Ву\_\_\_\_\_ Witness Date: Approved as to Form: Approved as to Insurance: C. Dellaselva A. M. Mones Asst. Corp. Counsel Risk Manager Date: \_\_\_\_ Date: \_\_\_\_\_

**REVISED: 09/01/17** 

#### 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 <u>Sections 46a-68-1 to 46a-68-17</u> 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-68i-30(10)(E) of the Contract Compliance Regulations.

#### INSTRUCTIONS AND OTHER INFORMATION

The following <u>BIDDER CONTRACT COMPLIANCE MONITORING REPORT</u> 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 <u>Sections 4a-60</u> and <u>4a-60a</u> CONN. GEN. STAT., and <u>Sections 46a-68i-23</u> 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.

MANAGEMENT: Managers plan, organize, direct, and BUILDING AND GROUNDS CLEANING 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 services. Job titles found in this category include company or departments. They are not usually directly supervisors of landscaping or housekeeping, janitors, involved in production or providing services. Examples maids, grounds maintenance workers, and pest control 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, 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).

MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial workers.

CONSTRUCTION AND **EXTRACTION:** 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 painting workers: workers: cementing/gluing machine operators tenders: etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

Definition of Racial and Ethnic Terms (as used in	
White (not of Hispanic Origin)-All persons having origins	Asian or Pacific Islander- All persons having origins in any
in any of the original peoples of Europe, North Africa, or	of the original peoples of the Far East, Southeast Asia, the
the Middle East.	Indian subcontinent, or the Pacific Islands. This area includes
Black (not of Hispanic Origin)-All persons having origins	China, India, Japan, Korea, the Philippine Islands, and Samoa.
in any of the Black racial groups of Africa.	American Indian or Alaskan Native- All persons having
Historia All property of Marie 2	origins in any of the original peoples of North America, and
Hispanic- All persons of Mexican, Puerto Rican, Cuban,	who maintain cultural identification through tribal affiliation
Central or South American, or other Spanish culture or	or community recognition.
origin, regardless of race.	To terminality resugnations
	JANCE MONITORING REPORT
PART 1 - Bidder Information	
Company Name:	Bidder Federal Employer
Street Address:	Identification Number:
City & State:	Or
Chief Executive:	Social Security Number:
Major Business Activity:	Bidder Identification
(brief description)	
(ones description)	(response optional/definitions on page 1)
	-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
Bidder Parent Company:	
(If any)	·
Other Locations in CT:	
(If any)	
PART II - Bidder Nondiscrimination Policies and Procedures	,
1. Does your company have a written Affirmative	7. Do all of your company contracts and purchase orders contain
Action/Equal Employment Opportunity statement posted on	
1	non-discrimination statements as required by Sections 4a-60 &
company bulletin boards?	non-discrimination statements as required by Sections 4a-60 &
company bulletin boards? Yes No	non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.?  Yes No
company bulletin boards? Yes No  2. Does your company have the state-mandated sexual	non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.?  Yes No
company bulletin boards? Yes No  2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on	non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes No  8. Do you, upon request, provide reasonable accommodation
company bulletin boards? Yes No 2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards?	non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.?  Yes No  8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have
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company bulletin boards? Yes No  2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes No  3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes No  4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes No  5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes No  6. Does your company have a collective bargaining agreement with workers? Yes No  6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes No  6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements	non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.?  Yes No  8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability?  Yes No  9. Does your company have a mandatory retirement age for all employees?  Yes No  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 NA  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 NA  12. Does your company have a written affirmative action Plan?  Yes No No NA  13. Is there a person in your company who is responsible for equal employment opportunity? Yes No
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Part I	II -	Bidder	Subcontrac	cting	Practices
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(Page 4)

	, - ,
1. Will the work of this contract include subcontractors or suppliers? Yes No	
ta. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a mino	rity 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	la. above? Yes No

PART IV - Bidder Employment Information

| JOB CATEGORY \* | OVERALL | WHITTE (not of Hispanic organ) Date: ASIAN of PACIFIC WHITE (not of Hispanic organ) HISPANIC AMERICAN INDIAN OF ALASKAN NATIVE BLACK (not of Hispanes ISLANDER Male Female Male Female Female Mala Female Male Female Management Bassaces & Financial Ops Michigang & Sales Legal Occupations Computer Specialists Architecture/Engineering Other & Admin Support Bidgi Grounds Cleaning/Maintenance Construction & Extractions Installation , Maintenancy A Repeat Meteral Moving Workers Production Cosupetions TOTALS ABOVE Total One Year Ago FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE) Appronues Trances

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

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Certification (Reed this form and cheek your statements on it CAREPULLY before signings I centify that the statements made by an earthis BIDDER CONTRACT COMPLIANCE ALONITORING 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 4s-60, 4o-60s, and related sections of the CONN CEN STAT.						
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	Arrest Record					
	qidanees (Car Ownership					(Ritmahi sandq) mediO
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	emotyl Diptoma		·			Newspaper Adventisement
	sus Testh W					Schools and Colleges
	Ability to Speak or Write English					tasmyolçmi ataviri esismesA
	Work Experience					State Employment
			% of applicants provided by source	ОМ	AE2	PONYCE
o below any ether practi you hire, unin, and prom	tical you use as	2. Check (X) an requirements		soomos i	namiima	
	con bine, waint, and prom	they you use as they that you bire, using and prome fications  Work Experience  Writes Tests  Writes Tests  Whilly to Speak or  High School Diploma  High School Diploma  Personal  Reconstructuring  Personal  Reconstructuring  Wright  Weight  Weig	2. Check (X) any of the below listed a flow that you bine, unin, and promite requirements that you take as a briting qualification  (X)  Work Experience  Abrilly to Speak or  Write English  Union Membership  Cas Ownership  Personal  Height or Weight  Cas Ownership  Arrest Recents and the statements made by an on this BIDDER CO)  (Cas Ownership  Cas Ownership  Arrest Recents  Arrest Recents  Cas Ownership  Arrest Recents  Arre	To Care (X) any of the below listed a show that you use as a show that you have below ony other practices a show that you use as a thing qualiffication (X)  ** of captileans provided by you?  ** Of captileans a source of the contract of t	To cheek by you?  To cheek (X) any of the below lined a show that below the praction as used by you?  To childrenian  Work Experience  White English  Wine English  Wine Teals  Wine Teals	The process used by the configuration of the configuration of the process of the configuration of the configuratio

#### CITY OF STAMFORD OFFICE OF ASSESSMENT AND TAXATION

### REQUEST FOR PROPOSALS

## FOR MOTOR VEHICLE TAX COMPLIANCE

#### Introduction:

The City of Stamford, Connecticut Office of Assessment and Taxation is requesting proposals from qualified firms to provide motor vehicle tax compliance services for registered and unregistered vehicles located within the Corporate Limits of the City of Stamford; that as per Connecticut State Statute should be registered within the City's tax jurisdiction and are currently not on the City tax rolls.

There are on an annual basis approximately 110,000 registered motor vehicles on the City of Stamford motor vehicle grand list. The vehicle and owner information is provided to the City Assessor by the State of Connecticut Department of Motor Vehicles (DMV) twice a year. It is the City's determination to identify those vehicles that are not registered within Stamford, yet reside within the City Jurisdiction which provides the vehicle to be suitable to taxation.

#### **Issuing Office**

This RFP is being issued by the Purchasing Department of the City of Stamford on behalf of the Office of Assessment and Taxation, hereinafter referred to as the "City." The issuing officer is the Purchasing Agent or his designee.

#### Inquiries

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

Gregory D. Stackpole
Tax Assessor
City of Stamford
888 Washington Boulevard
Stamford, CT 06901
T: 203-977-4018
gstackpole@stamfordct.gov

The deadline for submitting questions related to this RFP is Monday, May 14, 2018. Responses to all questions will be furnished through a formal addendum following the closing date listed herein.

#### **Incurring Cost**

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

#### Rejection/Acceptance of Proposals

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

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

#### Addenda to RFP

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

#### **Submission of Proposals**

Each proposer must submit one original and six (6) copies and two (2) electronic (USB) copies of the proposal in a sealed envelope bearing on the outside the name of the firm, full address, name of the project for which the proposal is submitted and the date and time the proposal is due to:

Erik Larson
Purchasing Agent
City of Stamford
Purchasing Department
888 Washington Boulevard
Stamford, CT 06901
Attn: Motor Vehicle Tax Compliance

These proposals must be received by the City no later than May 24, 2018, at 4:00 p.m. Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned to the proposer. Neither faxed nor emailed RFP responses will be accepted as qualified RFP submission.

#### **Proprietary Information**

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

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

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

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

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

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

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

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

#### **Prime Contractor Responsibility**

Vendors submitting proposals to this RFP may not utilize the service of subcontractors without the prior written approval of the City of Stamford.

#### **Availability of Funds**

The contract award under this RFP is contingent upon the availability of funds to the Office of Assessment and Taxation for this project. In the event that funds are not available, any contract resulting from this RFP will become void and of no force and effect.

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

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

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

The contracting officer shall determine that termination is in the best interest of the Office of Assessment and Taxation or the City of Stamford.

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

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

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

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

#### **Ownership Information**

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

In the event of contract award, all data collected and other documentation produced as part of the contract will become the exclusive property of the City of Stamford and may

not be copied or removed by any employee of the proposer without written permission of the City of Stamford.

#### **Negotiated Changes**

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

#### **Contract Agreement**

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

The term of the agreement shall be for a period of two (2) years, commencing upon the execution of the contract. The City reserves the right to extend the contract, at the bid price, for two (2) one year periods.

#### **City Contact**

The City Assessor and Tax Collector will be designated as the principal contacts between the City and the Auditor. Others with whom the Auditor may have occasional contact would include the Mayor, the Director of Administration, the Director of Legal Affairs and other City officials as required.

#### **Insurance Requirements**

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

#### **Competition Intended**

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

#### **Tax Exempt**

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

#### Scope of Services

The City of Stamford, located in Fairfield County is home to over 124,000 residents and which consists of approximately 39 square miles.

The City of Stamford is currently soliciting responses from qualified vendor who can provide a finder service to help the City identify motor vehicles that should, according to State of Connecticut statute be registered within the Corporate Limits of the City of Stamford, Connecticut but are registered in other jurisdictions, States or, are currently unregistered and not included on the City's tax roll.

The services to be performed by the Contractor shall consist of but not limited to the following tasks:

- Manage the process used to screen suspected tax violators.
- Collect, investigate and develop sufficient evidence to support the tax violation.
- Prepare correspondence between the Assessor's Office and suspected violators.
- Periodically provide to the Assessor in electronic form, compatible to Quality Data Systems software, a list of vehicles to be uploaded to the Personal Property Grand List.
- Receive all phone inquiries in response to correspondence mailed to suspect violators and respond accordingly.
- Investigate the facts and rebuttal arguments used by the violator and respond accordingly.
- Provide the Tax Collector with address updates for collections purposes of the registered owners of the identified vehicles.
- Provide investigative support to the municipality's legal counsel for the purpose of prosecuting violators and/ or collection from the violators identified under this Agreement.

The selected Consultant shall meet with the Assessor's Office as appropriate, with other City Employees or officials and with other persons or entities, as necessary, including state and federal officials.

The selected Consultant shall perform the services set forth under this agreement in a satisfactory manner, as reasonably determined by the City of Stamford. The Consultant shall make such revisions or modifications to its work, at its own expense, as may be required by the City. However, the Consultant shall not be required to make revisions as its sole cost and expense where the revisions are based upon considerations outside the scope of services initially given to the Consultant, herein.

All reports, and documents prepared by the Consultant under this Agreement shall be submitted to the City for review and approval. The City shall review and respond to materials submitted by the Contractor within thirty (30) calendar days.

#### **Proposal Instructions**

To enable the City to compare the proposals received, it is necessary that your proposal include the information specified below, in the sequence specified, with each section of your proposal numbered corresponding to the numbers of the items below.

- 1. Affirm that the proposer is a firm properly licensed or otherwise permitted to provide auditing services in Connecticut.
- 2. Indicate whether your firm is local, regional, national or international in the scope of its practice.
- 3. Indicate the address of your home office.
- 4. Indicate whether your firm has been the subject of any professional disciplinary action (by federal or by state government or by any professional organization) and, if it has been, describe the nature of that action.
- 5. Identify any municipal governments for which your firm currently or in the past has provided personal property tax audit services of a type similar to that outlined in this request for proposals.
- 6. Identify the local office that would handle the City of Stamford's engagement including address and phone number. Identify the partner or other individual in charge of that office. Indicate the total number of professional staff currently assigned to that office. Describe how your firm's personnel assigned to the City of Stamford's engagement would be available throughout the year for consultation or meetings in addition to the on-going auditing services.
- 7. Identify the clients handled by the local office, including commercial and industrial companies, non-profit organizations and governmental units to which you provide tax related auditing services. For governmental units, please indicate how many years your firm has provided auditing services.
- 8. Identify the partners, managers, specialists or other professional staff from (a) the local office and (b) from any other offices in your firm who would be assigned to the City of Stamford engagement. Describe their roles and provide a brief description of their professional experience, including the licenses and memberships these individuals hold. Indicate the extent of their governmental experience within the State of Connecticut (resumes may be included).
- 9. Describe in narrative form your proposed approach to this engagement. As part of your proposed approach, include your recommendations as to the number of accounts within each value range that you feel will maximize the effectiveness of this audit. In addition, describe the prior audit work and experience of your firm, if any, in reviewing filings of public utilities with state and/or local governments.

Your narrative should include time deadlines by which you would want information from the City; method of transmission of data from the City; quality

controls in your firm with regard to reviewing reports before transmission; and the format of standard reports.

- 10. Describe the method you would use in charging for any special requests, reports or expanding the scope of work beyond that described in the Scope of Services of this Request for Proposals.
- 11. Provide any additional informational you deem necessary about your firm's proposed charges for this engagement.
- 12. Provide any other information that you believe will assist the City of Stamford in making its selection. Such information may be in the last section of your proposal or may be presented in one or more appendices.

#### **Proposal Selection Criteria**

- 1. Motor Vehicle Audit qualifications and experience, including similar types of audits and discoveries.
- 2. Quality of proposal submitted, including understanding of tasks required.
- 3. Proposed fee arrangements.
- 4. Compatibility with Quality Data Systems.

Vendors may be asked to present their proposals to a selection committee and/or to respond to questions. Based on the information provided in the proposal and any additional information presented, a final selection will be made.

The City of Stamford reserves the right to reject any and/or all proposals submitted, to request information from any vendor and to negotiate with any of the vendors regarding the terms of the engagement. The City of Stamford intends to select the vendor that, in its opinion, best meets the City's needs, not necessarily the vendor that proposes the lowest fees.

# City of Stamford Insurance Provision Motor Vehicle Tax Compliance

The Consultant hereby agrees to maintain at its own expense comprehensive general liability, automobile liability, workers' compensation and professional liability insurance during the term of this Agreement in amounts determined to be sufficient by the City's Risk Manager. The commercial general liability insurance policies shall contain minimum limits of liability of \$1,000,000 combined single limit per occurrence for bodily injury and property damage and shall name the City of Stamford and its officers, agents and employees as additional insureds. The general liability policy shall contain, but not be limited to, operations liability, contractual liability, which insures any indemnities contained in the Agreement, products liability and completed operations.

The Consultant shall also maintain commercial automobile liability insurance, subject to minimum limit of liability of \$1,000,000 per accident for bodily injury and property damage. This insurance shall include coverage for all owned, non-owned and leased / rented vehicles. The automobile liability insurance shall designate the City of Stamford and its employees, agents and officers as additional insureds.

The Consultant shall also maintain during the full term of the Agreement or for the period that services are provided by the Consultant, workers' compensation insurance, which all of the Consultant's employees and complies with all statutes and regulations of the state of Connecticut, and employer's liability insurance, which contains minimum limits of liability of \$100,000 for each accident, disease for each employee and disease policy limit.

All such insurance required hereunder shall contain provisions requiring the insurance company(s) to provide thirty (30) days prior written notice to the Risk Manager for the City of Stamford in the event of cancellation, termination or material change to any policy terms and conditions for policies required hereunder.

Any insurance required hereunder written on a "claims made" rather than on an occurrence basis shall contain a retroactive date no later than the earlier of the commencement date of the services under the Agreement or execution of the Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims (Tail Coverage) shall be available for at least thirty (30) months following termination of the services under the Agreement or termination of the Agreement, whichever is later.

The Consultant agrees to waive any right of claim against the City of Stamford and its employees, agents and officers for any losses, damages and expenses arising out of the services under the Agreement between the City of Stamford and the Consultant. All insurance required hereunder shall contain waivers of subrogation against the City of Stamford and its employees, agents and officers.

The insurance required hereunder shall be primary, not excess or contributory, of any insurance maintained by or on behalf of the City of Stamford.

The Consultant agrees to provide the Risk Manager for the City of Stamford with certified copies of all insurance policies of insurance required hereunder or certificates of insurance, whichever the Risk Manager deems appropriate, prior to commencement of services under this Agreement hereunder and throughout the full term of this Agreement until expiration or termination of this Agreement or change to any insurance coverage required hereunder.

The insurance requirements of the Agreement are an integral part of the Agreement. Any defect in the insurance program required in the Agreement may result in termination of the Agreement, as stipulated in the Agreement. No employee or the entity can modify the terms of the Agreement without the prior approval of corporation Counsel and the Chief Administrative Officer or his/her designee.

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