

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

**REQUEST FOR PROPOSALS NO. 769**

**Maintenance Services for Government Center and Police Headquarters**

Proposals Due	March 14, 2019 @ 4:00 P.M.
Submit To	City of Stamford Purchasing Department 888 Washington Boulevard Stamford, CT 06904-2152
Attention	Erik J. Larson Purchasing Agent
Pre-Proposal Meeting	February 27, 2019 @ 12:30 P.M. Meet in the lobby of the Government Center, 888 Washington Blvd. Following a tour of the Government Center proposers will tour the Police Headquarters. Hard hats, safety vests, safety glasses, and boots above the ankles are required. If a contractor does not have the required equipment, they will not be permitted to walk the job site. Required safety equipment will NOT be provided.
Mandatory	Yes
Number of Copies Required	
# Original	1
# Copies	11
# USB	2

## **INTERNET USAGE ACKNOWLEDGEMENT (October 5, 2015)**

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

1. The City cannot guarantee that the equipment involved in this technology will be available to provide information or receive transmittals. **IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU HAVE CURRENT INFORMATION AND THAT QUOTATIONS ARE RECEIVED AT THE DESIGNATED LOCATION, COMPLETE AND ON TIME.**
2. The City is not responsible for the confidentiality of information transmitted over the Internet.
3. The City makes no guarantee as to the completeness or accuracy of downloaded "Request for Bid", "Request for Proposal" or "Request for Qualification."
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 Section 16. Dispute Resolution on the Sample Agreement.

### **RFQ/RFP SUBMISSION REQUIREMENTS**

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

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

- Contractor's Statement
- Non-Collusion Affidavit
- CHRO Employment Information Form  
[http://www.ct.gov/chro/lib/chro/Notification\\_to\\_Bidders.pdf](http://www.ct.gov/chro/lib/chro/Notification_to_Bidders.pdf)
- City of Stamford State of Connecticut Contractor Verification (in accordance with Public Act 16-67) Compliance Affidavit (If applicable)
- Certification – Prohibition of Wastes Generated from Oil & Gas Drilling and Extraction Activities

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

**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 Bidder/Proposer: \_\_\_\_\_

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

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

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

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

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**Non-Collusion Affidavit**

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

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with any competitor for the purpose of restricting competition.
2. Unless otherwise required by law, the prices, which have been quoted in this Proposal, have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

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

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ ss. \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature of Notary Public  
My Commission Expires: \_\_\_\_\_

EFFECTIVE: 2/24/09

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

**Compliance Affidavit**

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

been duly sworn, affirm and say that I have read, understand and am in compliance with Public Act 16-67 Concerning the Disclosure of Certain Education Personnel Records, Criminal Penalties for Threatening in Educational Settings and the Exclusion of a Minor's Name from Summary Process Complaints, and that neither I nor said Contractor, to the best of my knowledge, is in possession of any information indicating a finding of abuse or neglect or sexual misconduct, or otherwise have knowledge of such a condition(s) for any employees working on the project identified in RFQ/RFP or Bid S-\_\_\_\_\_. Further, if I or said Contractor  
(RFQ/RFP or Bid Number)

become aware of any information indicating such a finding, or otherwise gain knowledge of such a condition, I and/or said Contractor will immediately forward such information to the City of Stamford.

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

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

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

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

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ ss. \_\_\_\_\_

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

Personally appeared \_\_\_\_\_, as \_\_\_\_\_  
of the above named Contractor, and attested that the foregoing statements are true and accurate to the best of his/her knowledge and belief on behalf of himself and said Contractor.

\_\_\_\_\_  
Signature of Notary Public

My Commission Expires: \_\_\_\_\_

**CITY OF STAMFORD CONNECTICUT**  
**CERTIFICATION FOR BIDS, RFQ and RFP**

**PROHIBITION OF WASTES GENERATED FROM OIL & GAS DRILLING AND  
EXTRACTION ACTIVITIES**

Pursuant to City of Stamford Ordinance No. 1241 Supplemental, Prohibiting Wastes Generated from Oil and Gas Drilling and Extraction Activities, if the goods/services contemplated pursuant to this Agreement involves the construction or maintenance of any publically owned and/or maintained road or real property within the City, or involves the purchase or acquisition of materials to be used to construct or maintain any publically owned and/or maintained road or real property within the City, the Contractor shall complete the following statement:

"We \_\_\_\_\_ hereby submit a bid for materials, equipment and/or labor for the City of Stamford.

The bid is for bid documents titled:

\_\_\_\_\_

We hereby certify under penalty of perjury that no natural gas waste or oil waste will be used by the undersigned bidder: or any contractor, sub-contractor, agent or vendor agent in connection with the bid; nor will the undersigned bidder or any subcontractor, agent or vendor agent thereof apply any natural gas waste or oil waste to any road or real property within the City of Stamford as a result of the submittal of this bid if selected."

\_\_\_\_\_  
Date

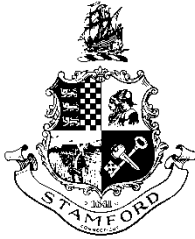
\_\_\_\_\_  
Signed

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

MAYOR  
DAVID R. MARTIN



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

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**(Rev. 9-1-17)**

**Notification to Bidders**

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

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

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

**2. Non-Discrimination**

- (a) The contractor agrees and warrants that in the performance of the contract, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any

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

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

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

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

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

### 3. Subcontractors

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

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

### GIFTS:

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





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

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

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

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

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

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

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

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

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

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

**15. TERMINATION.**

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

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

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

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

B. **TERMINATION FOR CONVENIENCE.** The City may terminate this Agreement at any time The City determines that the purposes of the distribution of monies under the Agreement would no longer be served by the services provided. The City shall effect such termination by giving written notice of termination to The Contractor and specifying

the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described Subsection A shall, at the option of The City, become property of The City. If the Agreement is terminated by The City as provided herein, The Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of The Contractor pursuant to the terms of the Agreement, less payments of compensation previously made, and subject to The City's right of set off for any damages pursuant to the terms of the Agreement;

## **16. DISPUTE RESOLUTION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**25. PROHIBITION OF WASTES GENERATED FROM OIL & GAS DRILLING AND EXTRACTION ACTIVITIES.** Pursuant to City of Stamford Ordinance No 1241 Supplemental, Prohibiting Wastes Generated from Oil and Gas Drilling and Extraction Activities, the Contractor warrants and represents that no materials containing natural gas or oil waste shall be purchased, acquired or utilized in any way in the construction or maintenance of any publically owned and/or maintained road or real property within the City and the Contractor further warrants and represents that no materials containing natural gas or oil waste shall be provided to the City.

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

Remainder of Page Intentionally Left Blank.

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

Signed, sealed and delivered in the presence of:

CITY OF STAMFORD

\_\_\_\_\_  
Witness  
Print:

By \_\_\_\_\_  
David R. Martin, Mayor

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

THE CONTRACTOR

\_\_\_\_\_  
Witness  
Print:

By \_\_\_\_\_

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

Approved as to Form:

Approved as to Insurance:

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

\_\_\_\_\_  
David S. Villalva  
Acting Risk Manager  
Date: \_\_\_\_\_

**REVISED: 5/18/2018**

**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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**CITY OF STAMFORD**

**REQUEST FOR PROPOSALS**

**MAINTENANCE SERVICES FOR THE  
CITY OF STAMFORD**

**GOVERNMENT CENTER  
888 WASHINGTON BOULEVARD**

**AND**

**POLICE HEADQUARTERS  
725 BEDFORD STREET**

**STAMFORD, CONNECTICUT**

## **1.0 GENERAL INFORMATION**

### **1.1 Introduction and General Description**

This Request for Proposals (RFP) was prepared to solicit proposals for the cleaning and maintenance services of two (2) municipal buildings commencing June 1, 2019. The buildings are as follows:

- A. The Stamford Government Center is a multi-tenant facility consisting of a ten (10) story office building located at 888 Washington Boulevard, Stamford, Connecticut with approximately 272,072 square feet of office space, an outdoor terrace, a four (4) level parking garage structure, adjacent sidewalks, entrances, driveways and planted areas. Included as part of this RFP is the building's parking garage.
- B. The Stamford Police Station is a newly constructed four (4) story building located at 725 Bedford Street with approximately 85,000 square feet of space, plus a four and a half (4 ½) story parking garage, adjacent sidewalks, entrances, driveways and planted areas. Included as part of this RFP is the building's parking garage. Drawings will be provided. The floor plans for the buildings are attached. The office layouts may have changed from the layout shown

The buildings and their environment need a maintenance contractor for the property regarding general maintenance, HVAC/Mechanical/Electrical/Plumbing maintenance and repair, cleaning and janitorial services.

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

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

**Security, food and beverage services, elevator operations and Firing Range of PD are not part of this RFP.**

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

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

## **1.2 Issuing Office**

This RFP is being issued by the Purchasing Department, on behalf of the Office of Operations, Facilities Maintenance Division, City of Stamford, hereinafter referred to as the “City.” The issuing officer is the Purchasing Agent, or designee.

## **1.3 Inquiries**

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

Kevin Murray  
Operations Manager Parks & Facilities  
Office of Operations  
City of Stamford  
185 Magee Avenue  
Stamford, CT 06902  
(203) 977-4606  
[kmurray@stamfordct.gov](mailto:kmurray@stamfordct.gov)

The deadline for submitting questions related to this RFP is Thursday, February 28, 2019. Responses to all questions will be furnished through a formal Addendum following the closing date listed herein.

## **1.4 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.

## **1.5 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.

## **1.6 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.

## 1.7 Submission of Proposals

Each proposer must submit one original and eleven (11) copies of the proposal, along with two (2) electronic copies (USB Drive), 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  
Purchasing Department  
City of Stamford  
888 Washington Boulevard  
Stamford, CT 06901  
Attn: Maintenance Services for the  
Stamford Government Center

These proposals must be received by the City no later than Thursday, March 14, 2019, 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.

PLEASE NOTE THAT A MANDATORY PRE-PROPOSAL MEETING AND WALK THROUGH IS SCHEDULED FOR WEDNESDAY, FEBRUARY 27, 2019, AT 12:30 P.M., STAMFORD GOVERNMENT CENTER, 888 WASHINGTON BOULEVARD. MEET IN THE LOBBY. FOLLOWING A TOUR OF THE GOVERNMENT CENTER, PROPOSERS WILL TOUR THE POLICE HEADQUARTERS.  
HARD HATS, SAFETY GLASSES, SAFETY VESTS AND BOOTS ABOVE THE ANKLES ARE REQUIRED – BUT WILL NOT BE PROVIDED!  
IF A CONTRACTOR DOES NOT HAVE THE REQUIRED EQUIPMENT, THEY WILL NOT BE PERMITTED TO WALK THE JOB SITE.

## 1.8 Prime Contractor Responsibility

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

## 1.9 Key Personnel

Contractor will be required to provide:

### A. JANITORIAL SERVICES GOVERNMENT CENTER

- Necessary employees for **after business hours** Monday - Friday, including **one designated working supervisor** with the capacity to train custodial personnel in all phases of custodial services and with the authority to represent the contractor in a decision-making capacity (subject to change).



- Recommended staffing levels should be based on best practice, RFP specifications and industry knowledge of need for a multi-tenant, heavily trafficked office building. The proposer may suggest an increase or decrease from the current staffing levels.

AND

- Contractor shall propose number of day porters necessary to ensure sufficient manpower for duties in Section 2.9 (at straight time pay rate) on site Monday – Friday, staggered scheduling to cover 7:00 am – 5:00 pm. Day Porters shall be under the direction of City Building Manager.
- Contractor is required to provide the number of porters/cleaners specified at all times.
- A supervisor representing the successful Contractor must visit the facility weekly and check the janitorial log. Upon each visit, the supervisor is required to sign the Custodial Contractor Daily Report. In addition, a joint inspection, coordinated with the Building Manager or representative, is required once per month.
- The personnel and commitments identified on any contractor’s proposal will be considered essential to the service to be provided under this RFP. No deviation will be made by the contractor without the written consent of the Office of Operations. Replacement of personnel will be with personnel of equal ability and qualifications.
- Any employee of the contractor, who, in the opinion of the Office of Operations, is unacceptable, shall be immediately removed from the project pursuant to the request of the Office of Operations. The contractor will have two (2) weeks to fill the vacancy with another employee of acceptable experience and skills subject to the written approval of the Office of Operations. **Background checks are necessary and are the responsibility of the proposer.** The Office of Operations reserves the right to participate in the initial and subsequent employee interview and selection process.
- All personnel assigned to the Government Center shall be subject to the approval of the Office of Operations. The contractor will make every effort to consistently assign the same personnel to the job.

**B. JANITORIAL SERVICES POLICE STATION**

- Police Station shall employ janitorial services during day and night shifts depending on designated location in building. Per Section 2.9, janitorial staff must be accompanied by an officer assigned to the area and during the designated times. All areas other than those stated shall be cleaned after hours.
- Based on specifications in this RFP, Contractor shall recommend necessary employees Monday–Sunday, including one designated working supervisor with the capacity to train custodial personnel in all phases of custodial services and with the authority to represent the contractor in a decision-making capacity (subject to change).

- Proposed staffing shall reflect reduced level of usage on weekends.
- Recommended staffing levels should be based on best practice, RFP specifications and industry knowledge of need for a heavily trafficked police station.
- All personnel assigned to the Police Station shall be subject to the approval of the Chief of Police. The contractor will make every effort to consistently assign the same personnel to the job.
- All staff employed at the Police Station will also be subject to a Stamford Police Internal Affairs (IA) background check.

### **C. ENGINEERING STAFF REQUIREMENTS FOR GOVERNMENT CENTER AND POLICE STATION**

- Contractor shall propose number of Engineer(s) to inspect, perform, troubleshoot and oversee all minor and major repairs, including oversight for extraordinary events necessitating outside sub-contractors. Scope of work detailed in Section 2.5.
- All staff employed at the Police Station will also be subject to a Stamford Police Internal Affairs (IA) background check.
- Contractor is shall ensure full coverage at all times.
- Engineering services should include stand-by coverage for the facility to assure that one of the building engineers will be available on a rotating basis for coverage for all after-hour emergencies. Compensation will be an agreed amount between the chosen contractor and the City and reflect the current needs of the facility.

### **D. GENERAL REQUIREMENTS FOR THE CONTRACTOR'S PERSONNEL AND SUPERVISION**

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

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

The Contractor shall provide **annual statewide police background checks** for all those employees engaged in work at any City facility. Updates to this information will be required when any violation has been made by any employee working at any City facility. The Contractor shall follow the recommended procedures for handling and disposal of blood and bodily fluids/materials as stated in the OSHA standard 1910-1030 occupational exposure to blood borne pathogens. The contractor shall provide their own training as required for all employees working at City facilities.

All staff employed at the Police Station will also be subject to a Stamford Police Internal Affairs (IA) background check.

### **1.10 Payment**

The contractor shall be compensated on the basis of a fixed-annual fee that shall be paid in monthly installments commencing thirty (30) days after the initial delivery of services at the Stamford Government Center and the Police Headquarters:

Kevin Murray  
Operations Manager Parks & Facilities  
Maintenance Division  
City of Stamford  
185 Magee Avenue  
Stamford, CT 06901

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

### **1.11 Service Quality Inspections and Deductions**

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

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

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

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

### **Service Quality – Errors and Accidents**

The City recognizes that errors and accidents occur in any service provider situation, however, the City, at its sole discretion, may invoke this clause for repeated errors or lapses in service. No such penalty shall be levied without at least one written warning for a similar, but not necessarily identical, lapse in service. There is no limit to these penalties and may result in a reduction in invoice payment per month.

### **1.12 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 performance of his/her contract and shall fail to correct such 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 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.

### **1.13 Ambiguity in the RFP Specification**

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.

### **1.14 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 contractor under any contract resulting from this RFP.

In the event of any contract award, all data collected and other documentation procured 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 contractor without written permission of the City of Stamford.

### **1.15 Contract Agreement**

The selected proposer will be required to sign a formal written contract agreement between the City of Stamford and the proposer prepared by the Law Department of the City of Stamford (sample contract attached). The contract term will be for an initial one (1) year period commencing on the date of the contract execution, with an additional allowance for two (2) one-year extensions.

### **1.16 Insurance Requirements**

The selected proposer, prior to the signing of the formal contract, will be required to deliver the appropriate insurance certificate in amounts, companies, and terms acceptable to the Risk Manager of the City of Stamford (see attached form).

### **1.17 Negotiated Changes**

In the event negotiated changes occur after the awarding of the contract, any policies called for in the original scope of work will remain in effect. Additional services shall be negotiated prior to their performance or acceptance by the City of Stamford. In addition, the same pricing policies called for in the original contract will remain in effect.

### **1.18 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 amount of contract, and any other information in the proposal that is pertinent to the selection of the contractor.

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

By submission of an offer, the proposer certifies that in connection with this proposal:

- The costs in this offer have 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 prices quoted in this offer will not change for a period of one hundred and twenty (120) days after the receipt date by the City of Stamford of this offer.
- Unless otherwise required by law, the costs which have been quoted in this offer have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to award, directly or indirectly to any other proposer or to any competitor.
- No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

- No elected official or appointed official or employee of the Office of Operations and/or of the City of Stamford shall benefit financially or materially from this contract.

## **1.20 Competition Intended**

It is the City's intention 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.

## **1.21 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.

## **2.0 SCOPE OF WORK**

### **2.1 Conduct of Work – All Facilities**

1. All services shall be performed in a workmanlike manner in conformance with standard and acceptable cleaning industry practices.
2. Any furniture that is moved for the convenience of cleaning must be returned to its original place. Chairs, stools, wastebaskets and similar articles must not be placed on desks, file cabinets, etc.
3. If staff changes are made by the contractor, new personnel must be accompanied by experienced personnel to at least one shift in order to become familiar with the building and procedures.
4. The contractor shall be responsible for all loss of or damage to City property resulting from cleaning service operations.
5. The contractor shall prohibit employees for disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment located in the building.
6. Only material placed in or on a waste receptacle shall be removed from any office unless clearly marked for disposal or recycling.
7. Section 2.5 and 2.9 outlines the minimum frequency of services. It is understood and agreed that these services shall be performed more frequently and without additional cost, if necessary, to maintain a satisfactory level of cleanliness (for example, spot cleaning of floors during wet weather).

8. Details of requirements are listed in Section 2.5 to 2.9 of this request for each building. It should be noted that some buildings shall require specific special attention tasks. Specific information regarding unique requirements shall be provided at the Mandatory Pre-Proposal and Walk Through meeting.
9. There is the possibility that meetings will be in session during scheduled cleaning hours. This possibility will not preclude meeting the cleaning specifications and the schedules must be adjusted accordingly around building usage. The City has a website for meetings and times and is also posted in lobby of Government Center.
10. Each building will have a checklist that will need to be checked off every day and/or after every cleaning shift.

## **2.1 Supervision and Workmanship**

The contractor shall be responsible for providing professional property maintenance personnel, including but not limited to, skilled and unskilled technical staff and support to meet all objectives of this RFP.

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

## **2.2 Control and Permits**

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

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

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

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

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

### **2.3 Security at Government Center**

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

### **2.4 Hazardous or Toxic Substances**

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

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

### **2.5 Physical Buildings Maintenance Service Requirements for Government Center and Police Station - General Repairs and Maintenance**

**NOTE Police Station:** Maintenance of MEP equipment will be per drawings and specifications attached. As-Built, Operating and Maintenance manuals including warranties and guaranties will be made available when received from the building contractor. (current estimate is April 2019)

#### **Subcontractors**

It is assumed that "specialty" outside subcontractors will be required in limited circumstances. Contractor must provide justification, oversight and management. City Office of Operations will request proposals for services in accordance with the City Purchasing Ordinance. City of Stamford will pay and establish contracts directly with the subcontractor for these services.

Currently, qualified subcontractors are used to provide the following services: elevator maintenance and repair, elevator inspections, interior and exterior pest and rodent control, termite treatment, alarm tests and inspections, fire extinguisher and fire suppression maintenance, chiller and cooling tower maintenance, alarm monitoring, waste hauling, and grease trap maintenance.



### **Maintenances Services**

The following Maintenance Services are required: Exterior Building Maintenance and Minor Repair, Interior Building Maintenance and Minor Repair, Equipment & Systems Operation, Heating and Air Conditioning, Plumbing, Electrical Systems to be coordinated with City Liaison, Preventive Maintenance and Miscellaneous Services.

#### **Exterior Building Inspection, Maintenance and Repair**

Contractor must conduct visual inspections of all building exterior areas and provide a written report annually. Inspections shall include, but are not limited to the exterior lighting, interior of below grade space for evidence of water penetration, roofing, flashing, edge strips, drains, gutters, awnings, balconies and roofs. The Contractor is responsible for minor repairs and for reporting areas needing major repairs.

#### **Interior Building Inspection, Maintenance and Repair**

Contractor must also conduct visual inspections of all building interiors. Interior building maintenance and repairs must be carried out based on a combination of activities which include the formal inspections, preventive maintenance actions and demand repair work as well as routine inspections. These inspections and maintenance shall include, but is not limited to tile, vinyl flooring, carpet, plaster and gypsum wallboard, acoustical ceiling tile, signage, doors, trim, windows, window coverings, lighting, fixtures, hardware, wallpaper and paint.

#### **Equipment & Systems Operation**

Contractor must operate all building systems. In addition, Contractor must inspect and record the conditions of all systems and components that have local alarms, indicators, and gauges. Contractor shall take the necessary actions to maintain their normal condition or necessary corrective actions to return them to normal condition or to reverse a trend toward an abnormal condition. All actions shall be in accordance with recommendations of each system manufacturer.

As a part of ongoing construction and renovation activities, warranties are provided to City of Stamford on numerous systems and components of each building. Contractor's maintenance services shall be coordinated with such warranties and/or other maintenance agreements. In addition, Contractor shall initiate requests for warranty and/or service agreement work.

#### **Preventive Maintenance**

Current City preventive maintenance program covers elevators, generator, pest control, fire protection services and all State required inspections for all mechanicals thru outside City contracts. For all other mechanicals, a preventive maintenance program shall be prepared, and scheduled maintenance activities shall be conducted according to manufacturer's instructions. Examples of scheduled maintenance includes but is not limited to such functions as inspecting and cleaning or changing fan coil units, filters, condensers, pressure relief valves, steam traps, pumps, belts and strainers. Contractor's preventive maintenance program will minimize

equipment or system breakdown or failure. If a manufacturer's written preventive maintenance instructions and schedule does not exist, Contractor must develop a preventive maintenance instruction and schedule in conjunction with City Building Manager.

Contractor is responsible for preparing and maintaining the complete and detailed preventive maintenance schedule for all components maintained by Contractor.

## **2.6 Landscaping – Government Center and Police Headquarters**

The contractor will provide personnel to properly maintain all the landscaping needs, including weeding, of planted and grassy areas in and around the premises, to include the 4<sup>th</sup> floor outdoor plaza of Government Center and the Memorial Garden and grass surrounding the Police Headquarters.

The City desires these areas to be attractive and to be cut, mowed and trimmed as needed. They should be kept clean of debris as seasons change. The use of fertilizers and lime to develop green lawns, etc. is encouraged. Shrubs are to be pruned for a neat look.

## **2.7 Janitorial Services**

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

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

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

## **2.8 Janitorial Staffing Requirements – Government Center**

The contractor shall indicate **in detail each staff member**, his/her **work category** or **area of responsibility** as well as a **daily and hourly work schedule** and **work rate** (to include **all health and welfare benefits**) that will be **reported as separate line items**.

### DAY PORTER - SERVICES PROVIDED DURING OPERATING DAY

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

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

- Assist Engineers with certain calls
- Role in Fire Alarm/Building Evacuation Procedures

## **NIGHTLY CLEANING STAFF REQUIREMENTS**

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

Nightly janitorial operations will be conducted from 6:00 PM until 10:00 PM upon completion of the nightly janitorial chores. All lights shall be turned off, doors locked, and offices left in a neat orderly condition. The City of Stamford Office of Operations reserves the right to assign additional services or redirect maintenance during either day or night shifts.

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

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

The City of Stamford Building Manager, or Assistant Facilities Manager, shall be notified immediately of any irregularities. The Maintenance Contractor shall provide pay and benefits to janitorial workers in conjunction with Local 531, SEIU, or equivalent wages and/or benefits.

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

#### **Nightly**

1. Check patio on 4<sup>th</sup> Floor for debris and cleanliness. (GOVERNMENT CENTER)
2. Empty and clean all waste receptacles and replace liners where used and as required. Remove trash, including bulk items such as cartons, etc. (Items must be placed in area specified by tenant or marked "Trash". Do not remove any item not so placed or marked.) Transport and dump all waste into the compactor located in the loading dock area.
3. Sweep and Damp-mop and/or spray-off all resilient flooring, including entrance and lobby flooring. Spot clean stains as necessary.

4. Vacuum area rugs and carpeted areas, moving light furniture and office equipment other than desks and file cabinets. Spot clean as needed.
5. Dust all unobstructed surfaces, INCLUDING WINDOW SILLS.
6. Damp-wipe, clean and polish all drinking fountains and coolers, removing all stains, streaks and smudges.
7. Damp wipe with mild non-abrasive detergent and clean all doors, doorframes, light switches and partitions in common use areas.
8. Dust and clean the interior of elevator cabs.
9. Vacuum elevator corridors, lobbies, and cabs where carpeted.
10. Spot clean entry door glass, lobby glass, elevator doors and mail depository.
11. Check for burned out lights and report it to Building Manager.
12. Report all malfunctions to Building Manager's office on the day or night of discovery.

#### Weekly

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

#### Monthly

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

#### Quarterly

1. Remove all dust from all ledges, door jams, high partitions, sills, walls, grills, vents, and wall mounted objects, including those items from 80" above floor to ceiling.

2. Scrub entry floors and wax where applicable.
3. Thoroughly wipe down and buff elevator lobby walls and doors.

### Bi-Annually

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

## **JANITORIAL SPECIFICATIONS: RESTROOM AND LAVATORIES**

### NIGHTLY

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

12. Report to Building Manager any plumbing leaks or fixtures not working properly.

Weekly

1. Wash interiors of trash containers.

Monthly

1. Pour drain cleaner/disinfectant into all floor drains in accordance with manufacturer's directions.

2. Clean and/or polish all door and thresholds.

4. Thoroughly wash with detergent-disinfectant all edges, toilet stall partitions and tile baseboards.

5. Thoroughly wash walls (floor to ceiling) with proper combination cleaner, disinfectant-fungicide.

6. Dusting over 80" to remove deposits from all light fixtures (outside) ledges, moldings, walls, grills, vents, piping, etc.

7. Thoroughly scrub and refinish all resilient floors with a slip-retardant floor finish.

8. Damp wipe all door jams.

9. Damp wipe walls, partitions and shelves to remove streaks, stains and smudges with proper combination lavatory, cleaner disinfectant-fungicide.

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

**JANITORIAL SPECIFICATIONS: STAIRWAYS**

Nightly

1. Remove all loose trash.

2. Check for burned out lights and report it to the Building Manager.

3. Spot clean all walls and doors.

Weekly

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

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

### Nightly

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

### Weekly

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

### Quarterly

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

## **POLICE STATION JANITORIAL REQUIREMENTS**

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

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

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

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

SPA President Office, Room #352, (7am-3pm)

Pension Office, #253, (9am-3pm)

CSI Evidence Room & Lab, #349 & #350, (7am - 11pm)

Digital Forensics Diagnostic Lab, & Equipment Storage Room, #345 & #346, (7am-3pm)

SRT entire area: #248, 249, 250, 251, 252, (when an officer is available; 7am-11pm)

Evidence Cataloging Room, Evidence Storage Room, Secure Storage Room, & Bulk

Evidence Storage Room, #137, 138, 139, 004, (7am-3pm)

NOC Evidence & Storage rooms, #131 & #130, (8am-12am)

NOC LT Office, #125, (7am-3 pm)



Range Armory/Arsenal, #021, (7am-3pm)  
EOD Workshop, Evidence Storage & Storage, #002, 034, 035, (when an officer is available;  
7am-11pm)

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

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

All other areas not stated above, offices, restrooms, kitchen spaces, locker rooms, open work areas, stairways, lobby, elevators, public areas, shall be cleaned NIGHTLY as specified in Section 2.9 above.

### **Emergency on-call service (Government Center and Police Headquarters)**

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

During emergencies, or under emergency conditions, the Contractor may be directed to perform services other than those scheduled within the building or area being serviced. The Contractor must respond immediately to all emergency service calls. Emergency work may be required after normal working hours, weekends, holidays, etc.

### **CLEANING SUPPLIES AND EQUIPMENT**

The maintenance contractor shall supply all equipment, appliances, paper goods, cleaning and other supplies of every description, unless stated otherwise in this specification. All such equipment will be properly maintained and kept in good working condition by the contractor. The City will provide light bulbs.

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

### **ALTERNATE 1 – PRICE PER BUILDING**

All exterior window washing will be completed once per year.

### **ALTERNATE 2 – PRICE PER BUILDING**

1. Power sweep and wash/scrub all the following in garage: floors, ramps, walls, and dividers on ramps.
2. Stripe parking spaces and resign where necessary.

### **3.0 PROPOSAL INSTRUCTIONS**

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

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

1. Number of copies of the proposal:

Eleven (11) copies, one (1) original, along with two (2) electronic copies (USB Drives), of the proposal are to be submitted.

The proposals must be bound in such a manner that any updates can be incorporated into the original proposal without much difficulty. The name of the contractor must appear on the financial and outside front cover of each copy of the proposal.

2. Page Numbering:

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

3. Updated proposals:

In case there is a need for updating the proposal of the selected contractor, the contractor will accomplish the need by insertion of the updated pages submitted for all copies. All new or corrected pages must show the date of revision and indicate the portion of the page that has been changed. This later requirement is to be met by drawing vertical lines down both margins of all affected pages.

4. Unsolicited Changes:

The City of Stamford reserves the right to reject any unsolicited modifications or additions received between the date of submission and proposal selection, including the substitutions of contractors or of staff.

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

## **4.0 PROPOSAL EVALUATION**

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

Proposals will be evaluated on:

- Pricing
- Experience
- Work Plan
- References

### **4.1 Interview, Presentation of the Proposal**

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

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

- A. Introduction of the company, its officers and management personnel.
- B. Number and location of buildings and square footage serviced in the Fairfield County and Westchester County areas, and elsewhere.
- C. Number of accounts and gross revenues received for each year of the last five (5) years. Please plot a bar chart.
- D. Turnover of supervisors each year for the last five (5) years. Please plot a bar chart.
- E. The number of full-time employees and part-time employees for the site and each person's salary, benefits and the total annual payrolls including benefits. Attach contracts of collective bargaining units that would be partisan agreements (e.g. Local 531-Janitorial, Local 30-Operating Engineers).
- F. Resume of full-time/day-time staff.
- G. Experience in maintenance of Fire Protection/Detection/HVAC/Plumbing and Electrical Systems.

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.

**5.0 FEE PROPOSAL FORM: Company Name:** \_\_\_\_\_ **– page 1**

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

	Government Center			Police Headquarters		
	Cost 1 <sup>st</sup> Year	Cost 2 <sup>nd</sup> Year	Cost 3 <sup>rd</sup> Year	Cost 1 <sup>st</sup> Year	Cost 2 <sup>nd</sup> Year	Cost 3 <sup>rd</sup> Year
Working Supervisor (Day) Police Headquarters only (\$)						
Cleaners (Day) Police Headquarters only (\$)						
# of Cleaners (Day) to be provided Police Headquarters						
Porter/Matron (Day) Government Center only (\$)						
# of Porters/Matrons (Day) to be provided						
Working Supervisor (Night) Govt. Center and Police HQ (\$)						
Cleaners (Night) Govt. Center & Police HQ (\$)						
# of Cleaners (Night) to be provided at each location						
Engineer(s) (\$)						
Specify # of Engineer(s)						
<b>Fee for Supplies</b>						
<b>Alternate 1</b> – Exterior window washing						
<b>Alternate 2</b> – Power sweep, scrub garage; stripe spaces						
<b>Grand Total</b>						
Engineer – emergency call- back/extra duty (\$ per hour)						
Janitorial – call-back/extra duty (\$ per hour)						

**5.0 FEE PROPOSAL FORM – page 2**

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

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

\_\_\_\_\_

DUNS #: \_\_\_\_\_

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

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

Authorized Proposer: \_\_\_\_\_

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

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

Contact Person: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CITY OF STAMFORD**  
**INSURANCE REQUIREMENTS**  
**Maintenance Services for Government Center and Police Headquarters**

The Contractor will be required to submit certificates of insurance, which contain the minimum insurance coverages described below:

1. Standard workers' compensation, which complies with all Connecticut workers' compensation statutes and regulations.
2. Employer's liability insurance, which contains limits of liability of not less than \$100,000 each accident, \$100,000 disease policy limit and \$100,000 disease – each employee.
3. Commercial general liability insurance, with a minimum limit of liability of \$1,000,000 combined single limit per occurrence 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 Contractor and the City of Stamford.
  - (c) Personal Injury and advertising liability.
  - (d) Broad form property damage coverage and operations liability.
  - (e) The City of Stamford and its employees, agents and officers designated as additional insureds.
  - (f) Policy shall be underwritten on an occurrence basis.
4. Commercial automobile liability insurance, which contains minimum limits of liability of \$1,000,000 per accident, and contains, at a minimum, the following coverage provisions:
  - (a) Coverage for all owned, non-owned and hired vehicles;
  - (b) The City of Stamford and its employees, agents and officers designated as additional insureds.
5. Umbrella (excess) liability insurance, on a follows-form basis, which provides additional coverage above the commercial general liability, commercial automobile liability and employer's liability. The limit of liability shall not be less than \$4,000,000 per occurrence/accident.

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

AGORID.		CERTIFICATE OF INSURANCE					
<b>PRODUCER</b> Full Name of Insurance Agency Street Address City, State Zip Code Telephone Number / Facsimile Number			<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>				
			<b>COMPANIES AFFORDING COVERAGE</b>				
<b>INSURED</b> Name of Named Insured Street Address City, State Zip Code Telephone Number / Facsimile Number			<b>COMPANY A</b> Name of Insurance Company				
			<b>COMPANY B</b> Name of Insurance Company				
			<b>COMPANY C</b> Name of Insurance Company				
<b>COVERAGES</b>							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
CO LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY (FOREIGN)		XXXXXXXXXX	XX/XX/XX	XX/XX/XX	GENERAL AGGREGATE <b>\$1,000,000</b>	
	X	COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG <b>\$1,000,000</b>	
		CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY <b>\$1,000,000</b>	
		OWNER'S & CONT PROT				EACH OCCURRENCE <b>\$1,000,000</b>	
						FIRE DAMAGE (Any one fire) <b>\$50,000</b>	
						MED EXP (Any one person) <b>\$10,000</b>	
A	AUTOMOBILE LIABILITY		XXXXXXXXXX	XX/XX/XX	XX/XX/XX		
	X	ANY AUTO				COMBINED SINGLE LIMIT <b>\$1,000,000</b>	
		ALL OWNED AUTOS				BODILY INJURY (Per Person) \$	
		SCHEDULED AUTOS				BODILY INJURY (Per Accident) \$	
		HIRED AUTOS					
		NON-OWNED AUTOS				PROPERTY DAMAGE \$	
GARAGE LIABILITY					AUTO ONLY - EACH ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$		
A	EXCESS LIABILITY					EACH OCCURRENCE <b>\$4,000,000</b>	
	X	UMBRELLA FORM				AGGREGATE \$	
		OTHER THAN UMBRELLA FORM				\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> STATUTORY LIMITS \$ EACH ACCIDENT <b>\$100,000</b> DISEASE - POLICY LIMIT <b>\$100,000</b> DISEASE - EACH EMPLOYEE <b>\$100,000</b>	
	EMPLOYERS' LIABILITY						
	THE PROPRIETOR/PARTNERS/ EXECUTIVE OFFICERS ARE:						
			INCL				
		EXCL					
C	All risk property					Covering contractors equipment	
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:</b>							
<i>City of Stamford and its employees, agents and officers designated as additional insureds under commercial general liability and automobile liability. All insurance required hereunder shall be primary, not excess or contributory, to any insurance maintained by or on behalf of the City of Stamford. Waiver of subrogation in favor of City of Stamford.</i>							
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>			
Risk Manager City of Stamford 888 Washington Boulevard Stamford, CT 06904				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, INSURANCE COMPANY WILL ENDEAVOR TO MAIL _30_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			