

EXHIBIT A

(CITY OF STAMFORD REQUEST FOR QUALIFICATIONS NO. 704)

**MAYOR
DAVID R. MARTIN**



**PURCHASING AGENT
BEVERLY A. AVENI
Phone: (203) 977-4107
FAX: (203) 977-4383
Email: baveni@stamfordct.gov**

**CITY OF STAMFORD
OFFICE OF ADMINISTRATION
888 WASHINGTON BOULEVARD
STAMFORD, CT 06901-2152**

REQUEST FOR QUALIFICATIONS No. 704

STAMFORD TRAFFIC SIGNAL SYSTEM OPTIMIZATION

PROPOSALS DUE:

JULY 14, 2016 @ 4:00 P.M.

SUBMIT TO:

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

ATTENTION:

**BEVERLY A. AVENI
AT (203) 977-4107 OR
baveni@stamfordct.gov**

NUMBER OF COPIES REQUIRED:

**ONE ORIGINAL AND SEVEN (7)
COPIES, PLUS TWO (2)
ELECTRONIC VERSIONS
(EITHER CD ROM OR USB DRIVE)**

**Date Issued: (6/7/16)
(REV: 6-1-16)**



CITY OF STAMFORD, CONNECTICUT

NOTE

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

Effective: 1/2/09



CITY OF STAMFORD, CONNECTICUT

IMPORTANT

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

1. The City cannot guarantee that the equipment involved in this technology will be available to provide information or receive transmittals. IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU HAVE CURRENT INFORMATION AND THAT QUOTATIONS ARE RECEIVED AT THE DESIGNATED LOCATION, COMPLETE AND ON TIME.
2. The City is not responsible for the confidentiality of information transmitted over the Internet.
3. The City makes no guarantee as to the completeness or accuracy of downloaded "Request for Bid", "Request for Proposal" or "Request for Qualification".
4. Bids/Proposals must be received in hard copy in the Purchasing Department by the due date and time in order to be considered. Please be advised that the Purchasing Department does not accept bids or proposals by email or fax. More Information: (203) 977-4108, (203) 977-4107 or (203) 977-4994.
5. Please note modifications made to the City's Standard form of Contract with the addition of Dispute Resolution on page 8 of the General Conditions and page 4 of the Sample Contract. Also, added is the Article IV- Labor Standards and Responsibilities after the General Conditions.
6. PLEASE NOTE THE ADDITION OF THE "CONTRACTOR'S STATEMENT" ON THE NEXT PAGE.

Effective: 6/1/2016
RFP & RFQ

Contractor's Statement

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

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

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

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

Name of Bidder/Proposer: _____

Signature of Bidder/Proposer _____

Title: _____

Company Name: _____

Address: _____

Non-Collusion Certification – RFP/RFO

By submission of this Proposal, each Proposer or person signing on behalf of the Proposer, certifies that to the best of his/her knowledge and belief:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with a competitor for the purpose of restricting competition.
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.

EFFECTIVE: 12/8/05

**MAYOR
DAVID R. MARTIN**



**CITY OF STAMFORD
OFFICE OF POLICY & MANAGEMENT
688 WASHINGTON BOULEVARD
P.O. BOX 10152
STAMFORD, CONNECTICUT 06904-2152
(Rev. 12/2/13)**

**PURCHASING AGENT
BEVERLY A. AVENI
Phone: (203) 877-4197
FAX: (203) 877-6283
Email: baveni@ci.stamford.ct.us**

EQUAL EMPLOYMENT OPPORTUNITY

1. Notification to Bidders

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

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

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

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

2. Non-Discrimination

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

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

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

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

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

3. Subcontractors

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

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

**MAYOR
DAVID R. MARTIN**



**PURCHASING AGENT
BEVERLY A. AVENI
Phone: (203) 877-4107
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Email: beven1@ci.stamford.ct.us**

**CITY OF STAMFORD
OFFICE OF POLICY & MANAGEMENT
888 WASHINGTON BOULEVARD
P.O. BOX 10152
STAMFORD, CONNECTICUT 06904-2152
(Rev. 12/2/13)**

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

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

A G R E E M E N T

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

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

W I T N E S S E T H

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

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

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

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

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

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

12. SUBCONTRACTING. The Contractor is prohibited from subcontracting this Agreement or any part of it unless the City first approves such subcontracting in writing and approves, in writing, the specific subcontractors proposed to be used by the Contractor. An agreement made in

violation of this provision shall confer no rights on any party and shall be null and void.

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

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

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

15. TERMINATION. A. **TERMINATION FOR CAUSE.** If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished reports, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor and/or its subcontractors under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials to the effective date of termination.

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

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

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

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

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

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

THIS PAGE LEFT INTENTIONALLY BLANK
SIGNATURE PAGE FOLLOWS

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

Signed, sealed and delivered
in the presence of:

CITY OF STAMFORD

Beverly A. Aveni
Purchasing Agent

Date: _____

By _____
David R. Martin
Mayor

Date: _____

THE CONTRACTOR

Witness

By _____
Date: _____

Approved as to Form:

Approved as to Insurance:

B. Rosenberg
Asst. Corp. Counsel

Date: _____

A. M. Mones
Risk Manager

Date: _____

REVISED: 12/2/13



THE CITY OF STAMFORD

REQUEST FOR QUALIFICATIONS

FOR

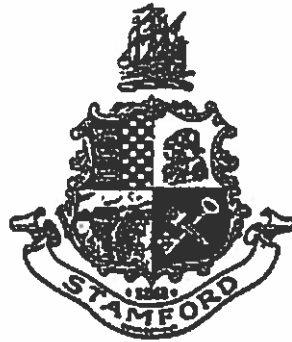
RFQ No. 704

STAMFORD TRAFFIC SIGNAL SYSTEM OPTIMIZATION

**CITY OF STAMFORD
TRAFFIC ENGINEERING BUREAU
888 WASHINGTON BOULEVARD
STAMFORD, CT 06901**

REQUEST FOR QUALIFICATIONS STAMFORD TRAFFIC SIGNAL SYSTEM OPTIMIZATION

JUNE, 2016



**CITY OF STAMFORD
ENGINEERING BUREAU
OFFICE OF OPERATIONS
888 WASHINGTON BOULEVARD
STAMFORD, CT 06901**

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SECTION 6.0	SELECTION

1. General Information

1.1 Introduction

This Request for Qualifications (RFQ) was prepared to solicit responses from experienced and responsible consultants, licensed to practice in the State of Connecticut, to design, implement and fine tune new signal system optimized timings City wide.

1.2 Issuing Office

This RFQ is being issued by the Purchasing Department on behalf of the Office of Operations of the City of Stamford. The issuing officer is the Purchasing Agent or her designee.

1.3 Submission of Qualifications/Proposals

Each proposer must submit one original and seven (7) copies, along with two (2) electronic versions (CD ROM or USB Drive), of the proposal in a sealed envelope bearing on the outside the name of the firm, full address, name of the project for which the proposal is submitted and the date and time the proposal is due to:

Beverly Aveni
Purchasing Agent
City of Stamford
Purchasing Department
888 Washington Boulevard
Stamford, CT 06901

Attn: RFQ Stamford Traffic Signal System Optimization

These proposals must be received by the City no later than Thursday, July 14, 2016, at 4:00 p.m. Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned to the proposer. Neither faxed nor emailed RFQ responses will be accepted as qualified RFQ submission.

1.4 Inquiries

All inquiries regarding this RFQ **must be in writing** and must be received by the City no later than 4:00 p.m. on Thursday, June 16, 2016. Inquiries should be addressed to:

Robert Zaitooni, P.E.
Traffic Engineer
Engineering Bureau
City of Stamford
888 Washington Boulevard
Stamford, Connecticut 06901
Phone: (203) 977-1126
rzaitooni@stamfordct.gov

The Engineering Bureau will respond to all written inquiries through the Purchasing Department in the form of Addenda following the closing date listed herein.

1.5 Incurring Cost

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

1.6 Rejection / Acceptance of RFQs

The City reserves the right to refuse any and/or all proposals submitted under this RFQ for any reason whatsoever.

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

1.7 Addenda to RFQ

Addendum(s) to this RFQ may be necessary prior to the closing date and will be furnished to all prospective respondents to this RFQ through E-Bid, the City's online vendor registration system. Failure to acknowledge receipt of addendum(s) in accordance with the instructions contained in the addendum may result in the proposal not being considered.

1.8 Proprietary Information

The City of Stamford will not disclose any portion of the response to this RFQ except to members of the Selection Committee prior to short list selection. The information may be released after the execution of the contract for all proposers. The City of Stamford retains the right to disclose the name of any or all successful pre-qualified teams, and any other information that is pertinent to the selection of the teams.

1.9 Availability of Funds

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

1.10 Ambiguity in the Request for Qualifications (RFQs)

Prior to submitting the RFQ, the proposer shall be required to bring to the City's attention any ambiguities discovered herein. Claims for clarification made after the deadline for inquiries, as indicated in Section 1.4, or after the date of submission will not be entertained.

1.11 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 consultant under any contract resulting from this RFQ.

All data collected and other documentation produced as part of the contract will become the exclusive property of the City of Stamford and may not be copied or removed by the consultant or any employee of the consultant without written permission of the City of Stamford.

1.12 References

The proposer shall supply a minimum of three (3) references of a similar application to work described in this proposal. The references must include contact name, company name, telephone number, contract value and time period during which services were provided. If your firm has experience providing similar services to municipalities, it must be noted in this section, in the form of a reference. Failure to complete the form with your response to the RFQ will not be considered for further evaluation of the RFQ.

1.13 Consultant Responsibility

Vendors submitting proposals to this RFQ shall not utilize the services of sub-consultants.

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

Consultant firm must be professionally registered to conduct their business in the State of Connecticut. All corporate information required in this RFQ must be included.

1.14 Key Personnel

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

Any employee of the proposer, who in the sole opinion of the Office of Operations is unacceptable, shall be removed from the project pursuant to the request of the Office of the Operations. The proposer will have fourteen (14) calendar days to fill the vacancy with another employee of acceptable technical experience and skills subject to the written approval of the Office of Operations.

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

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

1.15 Contract

The Consultant will be required to agree to and sign a formal written contract agreement between the City of Stamford and the Consultant, prepared by the Law Department of the City of Stamford. A copy of a sample contract is attached.

1.16 Negotiated Changes

In the event negotiated changes occur after the awarding of the contract, any policies called for in the original contract will remain in effect. Additional services shall be negotiated prior to their performance or acceptance by the City of Stamford. A formal executed change order issued by the City of Stamford shall be the only authorization to proceed.

1.17 Payment

The proposer will bill the Office of Operations, Traffic Engineering Division based on the submission of monthly invoices in a format to be determined by the City.

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

Performance under any contract resulting from this RFQ may be terminated by the City of Stamford whenever: The Consultant, in the sole opinion of the City, is in default in the performance of the contract and shall fail to correct such default within the period specified by the contracting officer in a notice specifying default; or, the contracting office shall determine that termination is in the best interest of the City of Stamford.

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

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

1.19 Performance Warranty

Notwithstanding prior acceptance by the City of Stamford of any deliverables under any contract resulting from this RFQ, the Consultant expressly warrants for three (3) years from the date the City of Stamford accepts completion of the contract, against all errors, omissions and deficiencies, all delivered documentation, reports and other items as properly functioning and in compliance with the terms of the contract. Consultants will be required to correct all errors, omissions and deficiencies within two (2) weeks of notification by the City of Stamford of same, or such longer periods as may be necessary using all diligence and dispatch as agreed upon by the City and the Consultant. If the Consultant fails to repair an identified error, omission, deficiency or defect within such period, then the City of Stamford may, at its option, correct it and the Consultant will be required to reimburse the City of Stamford for all costs incurred.

1.20 Insurance Requirements (to be furnished)

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

1.21 Competition intended

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

2.0 Project Requirements and Scope of Services

2.1 Introduction

This project is intended as a comprehensive evaluation of the current operation, design and implementation of new optimized timings for the City of Stamford traffic signals and signal system. It is the goal of the project to significantly improve the operation of the traffic signals in synchronized and isolated modes to minimize unnecessary delays, stops, fuel consumption, and air pollution. Safety for all roadway users is a primary consideration and must not be compromised by the signal optimization.

The City of Stamford currently operates 207 traffic signals with 205 signals in synchronized mode and the remaining in isolated mode. The intersection control equipment is NEMA with the combination of NAZTEC and PEAK control equipment. The City is currently migrating to a NAZTEC control system. The current central control software is Standard Windows version of UTCS (STDWIN). The central system is also being migrated to Trafficware ATMS system control. A list of all the current and proposed signals is included in the Appendix. A map depicting the signal system sections and sub-section is also provided.

It is envisioned that the City will select a single consultant team (Consultant), which shall include the prime and the specialized sub-consultants. The selected Consultant shall be responsible for the performance of all tasks as required, including but not limited to, the tasks listed in this Scope of Work for a successful completion of the project.

It is also envisioned that citizen participation will be a key activity to identify recurring congestion and provide input to the design team for the optimum operating solutions.

2.2 Project Management

The selected Consultant shall provide all necessary project management for this project, including but not limited to, the following:

a. Project Staffing

The City of Stamford Transportation Bureau will appoint a City Project Manager to be the single point of contact for the project. The selected Consultant shall provide a qualified Project Manager with responsibilities of coordinating the activity of the Consultant team, including the prime and the sub-consultants. It shall be the responsibility of the Consultant to provide qualified professional staff with expertise in public participation, data collection, modeling, implementation, fine-tuning, and preparation of the final report for this project.

b. Computer Hardware & Software

The Consultant shall provide all necessary hardware and software for all project tasks and activities where required.

c. Project Meetings

The Consultant shall schedule, coordinate, document, and provide all presentation material for all project meetings. The City Project Manager will coordinate meeting space based on availability. The following meetings are anticipated for this project:

- Regular bi-weekly (every 2 weeks) project progress meetings
- Project kick-off meeting
- Three (3) public input meetings
- Semi-final report meeting

d. Documentation

The Consultant shall be responsible for project documentation, including but not limited to, preparing meeting agendas, minutes of meetings, action report, design methodologies, project reports, etc. All project material shall be available for inspection by the City during business hours.

Type and format of reports shall be approved by the City Project Manager prior to use. Use of electronic files (PDF, Excel, Word) is required in addition to hard copy.

e. Project Schedule & Time-line

A tentative project schedule is included in the Appendix. The Consultant may recommend alternative project schedule for consideration and approval by the City Project Manager.

2.3 PUBLIC INVOLVEMENT & PARTICIPATION

Public input is a vital element of this project. It is envisioned the public will be invited to participate for: (1) identification of congested corridors and bottle-necks; and (2) assist in collection of travel time data in the "before" and "after" scenarios for selected corridors.

The Consultant shall formulate and propose a methodology for the type and format of the travel time data and the required hardware/software for data collection early in the project. The Consultant shall provide any training required for the travel time data collection for this purpose.

A minimum of three (3) public input meetings are anticipated:

- Prior to start of data collection
- After timing implementation
- After completion of the "before" & "after" Task

2.4 DATA COLLECTION

a. Volumetric Data

Consultant shall collect all required traffic data for this project. The data shall include, but not be limited to the following:

- Intersection turning movement counts (TMC) with pedestrian, bicycle, buses and heavy vehicles.
- Mid-block directional classification counts for weekdays and weekends.
- Travel time & delay studies for selected corridors.

The Consultant shall propose the most efficient and non-intrusive methodology for the collection of the traffic data, in conformance with the requirements of the project. Use of proven non-intrusive devices is permitted for data collection upon approval by the City.

The Consultant shall collect travel time data for the following selected corridors using an approved non-intrusive methodology:

- Washington Blvd
- E Main St/Tresser Blvd/W Main St
- Bedford St
- Summer St
- Hope St
- Strawberry Hill Ave/Newfield Ave/Grove Street/Elm Street
- High Ridge Rd
- Long Ridge Rd
- Broad St

- Courtland Ave/Glenbrook Rd
- S State St
- N State St
- Main St/Elm St

Use of citizen volunteers for collection of travel data is encouraged. The Consultant shall provide the methods and means of data collection and provide training when volunteers are used.

All data shall be collected while schools are in session and shall not occur immediately before, during and immediately after holidays. Specifically, data collection is not permitted from 11/23/2016 through 11/27/2016 and from 12/19/2016 to 1/9/2017.

All data shall be provided both in Excel and PDF formats. Mid-block counts shall also be presented in graphical format indicating the directional peaking characteristics.

b. Intersection Inventories

The Consultant shall field review all signalized intersections and perform a detailed inventory and condition of signal equipment, including but not limited to, controller, controller cabinet, detection system, communication lines and devices, signal support, signal and pedestrian display, and intersection signs. The inventory shall also include the geometric conditions, lane designations, pedestrian distances, and posted limits.

The product of this sub-task shall include intersection schematics and spreadsheet containing all relevant signal equipment and their condition. Photographs of each approach and conditions shall also be provided. All information must be presented in approved and legible format. Use of CAD is not required.

The City shall provide a list of all signals and equipment to the Consultant prior to start of this Task.

2.5 DATA ANALYSIS & MODELING

a. Data Analysis

The Consultant shall analyze the data collected under Section 2.4 (a) & (b) to evaluate the operating characteristics of the corridors and/or signalized intersections and determine weekday and weekend peaking characteristics. In conjunction with the street network, the data should be used to determine the limits of sections or sub-sections for the coordinated signal systems.

b. System Modeling

The Consultant shall select and recommend for approval a modeling technique for simulation and optimization of the traffic signals and signal systems. The software (s)

used for modeling shall appropriately be selected for application for isolated intersection, linear corridors, and crossing arterials, and networks. The Consultant shall provide all input variables for the modeling, including but not limited to, distance between intersections, pedestrian crossing measurements, lane configurations, phasing, saturation flow rates, etc. The modeling shall include the following four (4) scenarios:

1. Existing operations simulation (base-line).
2. Optimum timings given existing geometry & phasing
3. Optimum timings given existing geometry & optimum phasing
4. Optimum timings given optimum geometry & optimum phasing

For scenarios 3 and 4, the Consultant shall provide a description of the recommended improvements along with the optimum timings. This shall include protected left turn phases on corridors with heavy pedestrian and bicycle activities.

c. Timing Intervals

The Consultant shall provide the final local timing chart and system coordination values in electronic format for direct input into intersection and central control. A hard copy of the timing intervals shall also be provided.

The local timing chart shall include all variables by phase, including but not limited to, min green, max green, gap, clearance intervals (yellow & all-red), walk & flashing don't walk, detector function, etc. The Consultant shall provide the timing chart in the format required for the specific type of controller operating at the intersection at the time. The format of the timing chart and the methodology for calculation of the intervals shall be approved by the City.

The synchronization values shall include all required variables, including but not limited to, cycle, splits, offsets, time-of-day, etc. The coordination values shall be provided in a format specific to the central control software and local controllers. The Consultant shall develop as many patterns as necessary for the optimum operation of the coordinated section or sub-section. A minimum of 3 patterns are required for morning, off-peak, and afternoon peak.

2.6 TIMING IMPLEMENTATION

Upon approval of the timing plans by the City, the Consultant shall begin implementation of the newly designed timings. The Consultant shall only use experienced and qualified (IMSA Signals Level II or above) personnel for this activity. Implementation shall occur during an off-peak period as approved by the City.

Prior to implementation, the Consultant shall provide an implementation plan, listing locations and times of implementation for approval by the City. The City will authorize implementation after public announcements and notification to law enforcement.

The Consultant shall have qualified on-call personnel 24/7 to address issues and concerns during implementation. The response time shall be less than 2 hours.

2.7 FINE-TUNING

Upon the implementation of the timings, the Consultant shall field review each weekday and weekend timing pattern and note any and all inefficiencies and provide and ~~implement~~ modifications as required. The Consultant shall track and document all changes as they occur.

The Consultant shall incorporate information provided during public input sessions regarding the system operations. The City shall provide a list of reported inefficiencies to the Consultant prior to or during fine-tuning task.

2.8 BEFORE & AFTER STUDY

The Consultant shall provide a methodology for performing a "before" and "after" analysis for approval by the City. After completion of the fine-tuning Task, the Consultant shall repeat the travel time for the selected corridors listed under Task 2.4 (a); and perform a comparison between the "before" and "after" conditions.

In general, certain measures of effectiveness (MOE's) shall be measured for the operating base condition and after completion of the fine-tuning. The MOE's shall include:

- Travel time
- Delays
- Number of stops
- Cost to motorists
- Fuel consumption
- Air pollution

A "before" and "after" draft report shall be submitted to the City for approval prior to Final Report.

2.9 FINAL REPORT

The Consultant shall assemble a final report detailing the methodology, tasks, procedure, analysis, and the results of the project. The Final Report shall be provided in two (2) volumes. Volume 1 shall be the report and Volume 2 shall be the project data.

The Consultant shall provide the Final Report in PDF format on disks and hard copies. A minimum of 10 disks and 5 paper copies are required.

All traffic volumes and timings shall also be provided in Excel format on a separate disk to the City.

3.0 Response Instructions

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

3.1 Content and Format

A Qualification is to be submitted in three (3) parts:

- A Letter of Transmittal
- Technical Response which includes Qualifications
- Consultant's Qualifications

The letter of transmittal, technical response and the Consultant's qualifications are to be submitted along with each copy of the proposal.

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

Proposal responses shall be limited to a maximum of twenty (20) pages (minimum 11 type font).

3.1.1 Number of Copies of Qualifications

The number of response copies and other submission requirements shall be in accordance with the Purchasing Department's Cover Sheet and Section 1.3 of this RFQ.

3.1.2 Page Numbering

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

3.1.3 Updated Responses

In case there is a need for updating the submitted documents prior to the RFQ due date, the Consultant will be responsible for insertion of the updated pages in all submitted copies. All new or corrected pages must show the date of revision and indicate the portion of the page that has been changed. This latter requirement is to be met by drawing vertical lines down both margins of all affected pages.

3.1.4 Unsolicited Changes

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

3.2 Letter of Transmittal

The cover letter must specify the following:

- The name and address of the Consultant.
- Name, title and telephone number of the individual within the firm who is authorized to commit the company to this contract.
- The name, title and telephone number of the individual whom the City of Stamford should contact regarding questions and clarifications.
- The letter should also include a brief discussion of the respondent's background, experience, and ability to perform tasks in accordance with the Scope of Services.

3.3 Project Understanding

Please provide a written discussion in sufficient detail to demonstrate an understanding of the contract's scope and the services required.

3.3.1 Project Approach & Methodology

Please provide Consultant's technical approach to each task outlined in Section 2.

3.3.2 Prior Similar Project Experience

Please provide a detailed written summary of the firm's history and experience with State and Municipal agencies. Provide detailed information about similar past projects completed by the Project Manager and Project Staff.

3.3.3 Project Organization and Staffing

Please identify members of the proposed project team, their state certifications and licenses, their background and experience and their areas and levels of responsibility. Please provide the resumes of all key personnel (limited to 2 pages per resume) and license holders including copies of the relevant licenses issued by the State of Connecticut.

3.3.4 Management Plan

Describe Consultant's management plan with respect to services to be supplied hereunder and demonstrate past performance with regard to meeting project time and budget guidelines.

4.0 Financial Capabilities

The Consultant shall include an annual report for the previous year and banking references. In addition, if Consultant plans to have the revenues from this contract assigned to any bank or other institution, the reason for such assignment must be specified and the assignee designated. The above information is requested only from those Consultants who have not worked on City of Stamford projects in the past three (3) years.

5.0 Evaluation Methodology

A Selection Committee will evaluate qualifications submitted in response to this RFQ. This Committee will be comprised of technically qualified personnel from the City of Stamford.

All technical proposals will be evaluated based upon the criteria shown in Section 5.1. Each proposal will be assigned a numeric score in this evaluation. Price of the project is excluded as an evaluation factor. Oral presentation may be required in order to clarify any issue and to provide additional insights into the Consultant's proposal.

5.1 Technical Evaluation

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

5.1.1 Technical Qualifications and Experience: (20 Points)

Technical experience will be based upon project experience, related technical experience; and overall capacity in providing the range of services requested, and approach and adherence to provided services outlined in the RFQ.

5.1.2 Committed Staff and Project Organization: (20 Points)

The Project Manager and Project Staff will be evaluated based upon related past project experience. The proposed project staff will be evaluated based upon relevancy to work assignments, technical skills, clarity of responsibilities, qualifications of technical personnel of the project team and proposed organization and project management plan. Availability and location of the project management team including key staff will influence the evaluation scores.

Related Project Experience	(5 Points)
Project Manager	(5 Points)
Field Inspection Staff	(5 Points)
Public Interaction	(5 Points)

5.1.3 Understanding of Work to be Performed: (25 Points)

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

5.1.4 Project Approach: (25 Points)

The Consultant's technical approach to each task outlined in Section 2.0 including example reports, documentation previously prepared and other deliverables from previous projects related to the firm(s) ability to perform the task and the end product which City of Stamford can expect.

5.1.4 Innovative Ideas: (10 Points)

The Consultant's use of innovative solutions to the tasks as outlined in this RFQ.

6.0 Selection

The Selection Committee will evaluate each Qualification in accordance with Section 5.0 of this RFQ. Qualifications will not be publicly opened. Qualification evaluation, negotiation and selection process will be kept strictly confidential throughout the process.

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

The City of Stamford reserves the right to reject any and/or all responses submitted, or to request information from any firm (as) deemed necessary to properly evaluate the responses.

The Selection Committee will then select ("short list") three (3) consulting firms for interview.

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

City of Stamford
Insurance Requirements
Traffic Signal Coordination

The Contractor shall maintain, at all times during the contract term, the following insurance coverages:

1. ***Comprehensive General liability*** insurance, which provides coverage for operations liability, completed operations and products liability, contractual liability, personal injury and advertising liability and broad form property damage coverage:
 - Must be written on an occurrence basis;
 - Completed operations and products liability insurance must be maintained for a period of not less than three (3) years following termination of the Agreement or completion of the services under the Agreement, whichever is later;
 - Contractual liability must insure any indemnities contained in the contract.
 - Limits of liability not less than \$1 million combined single limit per occurrence for bodily injury and property damage and \$2 million in the aggregate;
 - City of Stamford and its employees, agents and officers to be designated as additional insureds.
2. ***Comprehensive automobile liability***, which provides coverage for liabilities arising out of the ownership, operation and maintenance of motor vehicles.
 - City of Stamford and its employees, agents and officers to be designated as additional insureds;
 - Limits of liability not less than \$1 million combined single limit per occurrence for bodily injury and property damage.
 - Insurance to cover all owned, non-owned, rented and leased vehicles.
3. ***Workers' compensation*** coverage, which complies with statutes and regulations of the State of Connecticut.
4. ***Employer's liability*** insurance, with minimum limits of liability of \$500,000 each accident, \$500,000 disease each employee and \$500,000 disease policy limit.
5. ***Professional liability*** insurance, which covers the services of the Contractor as described in the Agreement. Minimum limit of liability is \$2,000,000 each claim.

Additional Requirements:

- Any insurance underwritten on a claims made as opposed to an occurrence basis shall contain a retro-active date of the date the Agreement is executed or commencement of services, whichever is earlier and an extended reporting period of not less than five (3) years following termination of the Agreement or completion of the services provided hereunder, whichever is later.
- All insurance required hereunder shall contain thirty days (30) prior written notice to the Risk Manager of the City of Stamford in the event of cancellation, termination or material change in any terms and conditions of the insurance required hereunder.
- All insurance required hereunder shall contain waivers of subrogation in favor of the City of Stamford and shall be primary without any right of contribution from any insurance maintained by or on behalf of the City of Stamford.
- The Contractor shall provide the Risk Manager of the City of Stamford with certificates of insurance evidencing the insurance required hereunder upon provisional award of the Contract and upon expiration of any insurance policies required hereunder.

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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: <i>City of Stamford and its employees, agents and officers designated as additional insureds under commercial general liability and automobile liability. All insurance maintained by Contractor shall be primary, not excess or contributory, to any insurance maintained by or on behalf of City of Stamford. Waivers of subrogation under all policies required hereunder apply to City of Stamford, and its employees, agents and officers.</i>																			
CERTIFICATE HOLDER City of Stamford 888 Washington Boulevard Stamford, CT 06904-2152				CANCELLATION <small>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</small>															