

## REQUEST FOR RESPONSE

### PROJECT # 5194

**RFP Title: Environmental Engineering Services for former Swift  
Factory Complex Phase II**

**City of Hartford**

**In partnership with**

**STATE OF CONNECTICUT**

**DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT**

**AND**

**NORTHEAST NEIGHBORHOOD PARTNERS, INC.**



City of Hartford  
Procurement Services Unit  
550 Main Street  
Hartford, CT 06103

REVISED DEADLINE: 4:00 PM., December 29, 2011.

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Carita Rozie  
Principal Administrative Analyst  
[rozic001@hartford.gov](mailto:rozic001@hartford.gov)  
860.757.9614



**INVITATION**

November 29, 2011

<b>REQUEST FOR BID TITLE: Environmental Engineering Services for Former Swift Factory Complex</b>		
<b>RFR NUMBER</b>	<b>BIDNO</b>	<b>5194</b>
<b>DUE DATE</b>	<b>12:00 PM</b>	<b>December 15, 2011</b>

Dear Sir/Madam:

The City of Hartford (the City) and Northeast Neighborhood Partners, Inc. (NNP) are seeking qualifications from environmental engineering service firms with demonstrated professional experience to provide Environmental Engineering Services, defined in Section II – Scope of Services. The City has received a Brownfield Municipal Pilot Program Grant from the State of Connecticut Department of Economic and Community Development (DECD) to help support the redevelopment of the former Swift Factory Complex in the City’s Northeast Neighborhood by NNP.

Selected firm(s) will contract directly with NNP.

RFR DOCUMENTS (if not attached) are available upon receipt of this invitation over the Internet at <http://das.ct.gov/cr1.aspx?page=12> Adobe Acrobat reader may be required to view some documents. If you do not have this software you may download it for free from Adobe. The link to the Adobe site is as follows: <http://www.adobe.com/products/acrobat/readstep2.html>.

If, after review of the RFR documents, your firm is interested in performing the services specified, provide the information requested and submit all response forms to the addresses indicated at the beginning of Section 1.0, along with your detailed proposal by the due date.

Sincerely,

Carita Rozie  
Principal Administrative Analyst  
rozic001@hartford.gov

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This solicitation contains the following sections:

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#### **Section 1 Response Forms**

#### **Section 2 Specifications / Scope of Services**

#### **Section 3 General Information For Preparing A Response - Revision 050809**

#### **Section 4 Contract Terms and Conditions for Miscellaneous Services - Revision 050809**

#### **Exhibits (If referenced in Section 2)**

Companies interested in doing business with the City are able to register and maintain their registration via the Internet at:

**<http://das.ct.gov/cr1.aspx?page=12>**

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Miscellaneous Services, Commodity & Equipment Purchases

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**Invitation**

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**5194**

Special Terms and Conditions

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**Exhibits: Not Applicable**

## SECTION 1.0

### RESPONSE FORMS

Responses are to be delivered to:

**Hartford City Hall, Procurement Services,  
550 Main Street, Suite 100  
Hartford, Ct. 06103.**

no later than the deadline date and time. Be sure to indicate the request number, name, and opening time in the spaces provided. Mark the original response package as "ORIGINAL" on the front cover. See Section 3.1 for more information.

#### Response Check List

(NOTE: This Check List may not contain every response item for every solicitation. It is the Responder's responsibility to ensure submittal of all required response information.)

- Response Signature form completed (Section 1.1)
- Response pricing completed (Section 1.2)
- Statement of Qualifications completed (Section 1.3)
- Certified by the City as an Equal Employment Opportunity Employer  
[http://www.hartford.gov/human\\_relations/ohr2.0/MWBE\\_Certification.htm](http://www.hartford.gov/human_relations/ohr2.0/MWBE_Certification.htm)
- Current in taxes and other fees owed to the City?
- Acknowledged Addenda (Section 1.1)
- Satisfy Living Wage requirements for service contracts where local labor pool is used  
<http://www.hartford.gov/purchasing/Documents.htm>
- Bid bond (if required in the Invitation To Respond)
- Current with State's Pre-Qualification Requirements?  
[http://www.das.state.ct.us/Purchase/redirect\\_Pregual.asp](http://www.das.state.ct.us/Purchase/redirect_Pregual.asp)
- Satisfy the Minority Utilization requirement (indicated on the Summary page, usually on page 2 of the bid documents) and completed the forms (found at the end of Section 1)  
Not Applicable NOT APPLICABLE
- The electronic files, from which you printed your hard copy proposal, are to be emailed to the buyer within one hour **AFTER** the deadline for submitting hard copy responses.  
See section 3.1 E

#### Electronic Bid Bonds

\* If a bid bond is required and you choose to submit an electronic bid bond, please be advised that upon signing your bid with the digital signature you are also signing the Bid Bond. All legal obligations associated with the bid bond will be validated upon signing of the bid with the digital signature. Not Applicable

## 1.1 RESPONSE SIGNATURE FORM

<b>Company Name -</b>		
<b>Address -</b>		
<b>Phone -</b>	<b>Fax -</b>	<b>Email -</b>
<b>Manager -</b>		<b>Fed ID#</b>

The undersigned hereby declares that he/she or they are thoroughly familiar with the specifications, the various sites, the City's requirements, and the objectives for each element of the project item or service and understands that in signing this proposal all right to plead any misunderstanding regarding the same is waived. The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

The undersigned hereby declares that no reason or persons other than those named herein are interested in this proposal, which is made without any connection with any other person or persons making any proposal for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the City of Hartford is directly or indirectly interested therein, or in the supplies or works to which it relates, or will receive any part of the profit or any commission there from in any manner which is unethical or contrary to the best interest of said City of Hartford.

The undersigned additionally declares that they are not debarred or suspended, or otherwise excluded from, or ineligible for, participation in City of Hartford, State of Connecticut or federally funded projects (Executive Order 12549).

The undersigned certifies under penalty of false statement that the information provided in this response is true.

Delivery / Initiate Services:		Calendar days after receipt of contract.	
Bid Security provided by	For electronic bonds enter bond number otherwise check the appropriate box	<a href="#">Electronic Bond #</a>	<input type="checkbox"/> Bond (hard copy) <input type="checkbox"/> Certified Check
		NOT APPLICABLE	
EEO Certification Status (check one) See General Information for Preparing a Response paragraph 3.10		<input type="checkbox"/> Current and on file	<input type="checkbox"/> EEO form attached
DAS Prequalified Contractor? (non highway construction projects >\$500,000 see: <a href="http://www.das.state.ct.us/">http://www.das.state.ct.us/</a> )		<input type="checkbox"/> Certificate attached	<input type="checkbox"/> Update Statement attached
Insurance Agent Name -		Tel.-	
Submitted by -			
Printed name and title			Date

(Authorized Agent of Company)

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	.	Dated	.	Addendum #	.	Dated	.
Addendum #	.	Dated	.	Addendum #	.	Dated	.

## 1.2 RESPONSE PRICING

**Include Fee Schedule in your Proposal.**



### 1.3 STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1. Number of years in business -

DUNS Number:

2. Number of personnel employed Part time - , Full time - ,

3. List six contracts of this type/size your firm has completed within the last three years:

Project	Date	Contact Person	Phone No.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.

<b>4. DAS CONTRACTOR PREQUALIFICATION</b>	You certify that there has been no substantial change in your financial position or corporate structure since your most recent prequalification certificate was issued or renewed, other than those changes noted in the update statement (attached).	YES	NO
		<input type="checkbox"/>	<input type="checkbox"/>

<b>5. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)</b>	<input type="checkbox"/> general partnership
	<input type="checkbox"/> limited partnership
	<input type="checkbox"/> limited liability corporation
	<input type="checkbox"/> limited liability partnership,
	<input type="checkbox"/> corporation doing business under a trade name
	<input type="checkbox"/> individual doing business under a trade name
	<input type="checkbox"/> other (specify)

<b>6. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled</b>  <b>See General Information for Responding paragraph 3.17</b>	<u>Connecticut corporations</u> - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<u>Out-of -State corporations</u> - Do you have a valid license to do business in the State of Connecticut? If a license is not required for the services being provided have you filed with the Connecticut Secretary of State?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

7. Is your local organization an affiliate of a parent company? If so, Indicate the principal place of business of your company and the name of the agent for service <u>if different from what has been indicated on the response form:</u>				
Business Name	.			
Address	.			
City	.	State	.	Zip
Name of Agent	.			

**NOTE:** In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

8. Your company may be asked to submit the following information relative to your company's financial statements prior to receiving an award. This information will not be part of the public bidding record and will remain confidential if it is submitted via an email that requests confidentiality or it hand delivered, in a separate sealed envelop marked "Confidential."

All information should be supported with appropriate audited financials.

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

**9. Taxpayer's Identification Number:**

Respondents must provide their Taxpayer Identification Number on the response form (Fed ID#). Award recipients, whether an individual, proprietor, partnership or a non-profit corporation or organization must file the Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification with the City. Copies of this form are available at: <http://www.hartford.gov/purchasing/documents.htm>

Additional information may be requested subsequent to your responding to this solicitation.

### **1.5. Bidder's EEO Status and Report**

As a condition of doing business with the City the selected respondent must be certified by the City as an Equal Employment Opportunity Employer. Certifications must be renewed annually. If your firm is not currently certified you may obtain the required forms on-line at: <http://www.hartford.gov/purchasing/documents.htm> and submit completed forms with your response.



## **INTRODUCTION AND BACKGROUND**

The City of Hartford (the “City”) and Northeast Neighborhood Partners, Inc. (NNP) are seeking qualifications from qualified environmental engineering service firms with demonstrated professional competence and experience to provide Environmental Engineering Services, defined in Section II – Scope of Services. The City has received a Brownfield Municipal Pilot Program Grant from the State of Connecticut Department of Economic and Community Development (DECD) to help support the redevelopment of the former Swift Factory Complex in the City’s Northeast Neighborhood by NNP.

Selected firm(s) will contract directly with NNP.

### **The Developer**

NNP is an affiliate of Community Solutions, Inc., a new national non-profit, that partners with non-profits, philanthropists, government and business across the country to develop cost-effective, systems-changing innovations that prevent and end homelessness. This national effort was incubated over the past four years at Common Ground, an internationally recognized developer and operator of permanent supportive housing based in New York City.

Over its twenty year history, Common Ground has remained a consistent innovator in developing housing that successfully supports highly vulnerable people – many living with special needs and/or exiting homelessness – and integrates them into socially diverse residential communities.

Community Solutions, Inc., led by Common Ground founder Rosanne Haggerty, expanded these efforts to a national and international scale, advancing innovative and effective models of homelessness prevention and community development. The organization aspires to help evidently vulnerable people become part of a larger community in tangible ways.

Community Solutions’ primary activities include: 1) Collaborations with not for profits, property owners, developers and government agencies to create housing options for those not served by mainstream housing arrangements; 2) Partnerships with communities to build efficient local systems for connecting vulnerable individuals and families to homes and the resources they need to thrive; and 3) Leadership of a network of change agents to share innovations and practices that end homelessness and strengthen communities.

### **The Project: Swift Factory Redevelopment**

Within an increasingly globalized economy, many communities in the United States are being left behind. However, new creative models of economic development are emerging that tap local assets and foster more local, sustainable production to meet local needs and create jobs. The Swift project builds on several such concepts that are achieving success in other cities such as the following:

- In Cleveland, with strong support from the Cleveland Foundation, the

Evergreen Cooperatives are establishing a network of employee-owned,

for profit enterprises that are based locally and hire locally.

- In Brooklyn, Greenpoint Manufacturing and Design has converted several former factories into homes for over 100 small manufacturing, arts and food-related businesses.
- In Yonkers, the Greyston Bakery employs over 50 formerly homeless individuals to supply Ben & Jerry's and Dean and DeLuca with quality baked goods.
- In several cities, community-built commercial kitchens like La Cocina in Harlem are home to dozens of small food service businesses meeting the growing demand for fresh prepared and catered food.

The Swift Factory redevelopment responds to today's economic challenges by providing entrepreneurial individuals and groups with enhanced access to space, labor and capital, and helps them to access local markets. Existing local institutions will have access to competitive, quality goods and services through these emerging businesses.

Located in Hartford's economically challenged Northeast Neighborhood, the Swift Factory will serve as a catalyst to the broader local effort to build a healthy community in which opportunities exist for residents to build connections and move to self sufficiency through education and work.

Through this community development project, local adults and youth will gain the concrete skills they need to prepare them for success in work, school and life. The Swift Factory redevelopment will also provide jobs for local residents, and a positive ripple effect on neighborhood pride and revitalization.

Adapting successful models from other communities, our team proposes to redevelop the historic 65,000

SF Swift Factory complex at 10 Love Lane. The complex will become a multi-use, "green" economic

engine and community center, including:

- New space for private and cooperative business enterprises that will employ residents to produce goods and services to meet local demand;
- New units of affordable housing in two historic homes;

- A new, two-acre community-run farm and green house employing and teaching local adults

and youth while producing healthy, fresh food for area residents year round.

**Site Information**

The Swift Factory property consists of three vacant buildings on two tax lots totaling approximately 2.6 acres on the easterly side of Love Lane and the westerly side of Garden Street in the Northeast neighborhood of Hartford.

Property Address:	10 – 50 Love Lane, and 60 Love Lane Hartford, CT 06141-0150	
Tax Map Identification:	60 Love Lane 10 to 50 Love Lane	Map 217, Block 105, Lot 142 Map 217, Block 105, Lot 143
Land Area:	Lot 142 Lot 143 Total	44,420 SF or 1.02 acres 68,824 SF or 1.58 acres 113,244 SF or 2.60 acres

**Description of Existing Conditions**

*(Based upon City Assessor Property Cards)*

60 Love Lane	<b>Building 1:</b> Tax Lot 142 is zoned R-5. <u>Vacant single family house</u> , constructed circa 1914. 2.5 stories wood frame construction with 7 total rooms including 4 bedrooms and 1.5 baths. Building area is 3,283 SF in size plus basement.
10 – 50 Love Lane	<b>Building 2:</b> Tax Lot 143 is zoned I-2. <u>Vacant manufacturing complex</u> consisting of a number of attached buildings formerly used as a factory for the manufacture and processing of gold leaf, constructed circa 1915. 2 stories wood frame construction with brick exterior and a flat tar and gravel roof. Building area is approximately 61,802 SF in size plus a large basement over 25,000 SF in size.
10 – 50 Love Lane	<b>Building 3:</b> Tax Lot 143 is zoned I-2. <u>Vacant single family house</u> , constructed circa 1920. 2 stories wood frame construction with 8 total rooms including 4 bedrooms and 1.5 baths. Building area is 2,656 SF in size plus basement.

In addition, while the majority of Tax Lot 143 is developed, there is undeveloped land behind the house on Tax Lot 142.

The site was previously owned by M. Swift and Sons, Inc. who operated a manufacturing facility at the site from 1928 – 2007, when the factory closed. Manufacturing activities included precious metal melting, gold hammering, machining, foil winding, dye coating, product mixing, gold refining, and shipping/receiving.

## SECTION II – SCOPE OF SERVICES

The selected Consultants will provide professional Building & Site Environmental services. All work performed under this contract shall be under the direction of a registered professional Engineer licensed by the State of Connecticut.

A Phase I Environmental Site Assessment, Phase II, Phase III and supplemental investigations were conducted on the property between November 2007 and July 2010 by others. A specific project scope of work will be further defined once the candidate is selected, in addition to furnishing the selected firm with any existing documents and reports related to the site. Where applicable, potential services that the selected Consultant may be required to provide, but is not necessarily limited to, includes the following:

### **A. Site Assessments and Remediation**

#### **1. Phase 1 Environmental Site Assessment (ESA) in accordance with ASTM Standard E 1527**

- a. Conduct a visual inspection of the property and buildings, noting evidence of environmental contamination, hazardous material usage or storage, hazardous waste, or underground storage tanks.
- b. Review historic public and private database listings to determine historic uses and/or ownership of the property.
- c. Review previously prepared reports, database files, Sanborn Insurance maps, business phone directories, and aerial maps that are available regarding the site and surrounding properties.
- d. Review local, state and federal government agency records to obtain information regarding the subject property.
- e. Review utility usage, including transformer logs where applicable, water source, storm and sanitary sewers.
- f. Interview current and previous property owners and/or adjacent property owners, if possible, to assess potential for environmental impact on the subject site.
- g. Review the topography, geology, and hydrology of the area to provide clues regarding expected ambient conditions on a property
- h. Prepare a Phase 1 environmental site assessment report with a discussion of findings, conclusions and recommendations for next steps required as a result of investigations (i.e. Phase 2, etc.).

## **2. Hazardous Materials Review, Assessment and Abatement**

- a. Coordinate with the selected A/E firm currently working on the project.
- b. Conduct a complete hazardous material survey on the existing facilities according to all applicable codes and laws. The survey includes, but is not limited to the following inspections: asbestos containing material (ACM), NESHAP, lead, PCBs (in both building materials and equipment), mercury, mold or other regulated and/or environmentally sensitive materials.
- c. Prepare a characterization of Waste (TCLP)
- d. Project Design: prepare project specifications and drawings for abatement of hazardous materials. The specification will address proper worker protection, work practices and removal procedures, waste segregation and waste disposal. The firm will assist in the bid process, conducting a pre-bid meeting with contractors, reviewing all bids received, and reviewing qualifications of the contractors based on their experience and that of the state regulatory agency.
- e. Prepare a cost estimate of the work to be performed to the client for budgetary and bidding purposes.
- f. Hazardous Materials Abatement Construction Administration: conduct a pre-construction meeting to review project schedule, and clarify any questions prior to the commencement of hazardous materials abatement activities. The firm will serve as the client's on-site consultant during abatement activities to ensure contractor is performing the work properly and in compliance with the project specifications, and any applicable state and federal environmental regulations.
- g. On-site monitoring and inspections: provide all required monitoring during the abatement process along with all required inspections as per state and federal environmental regulations.
- h. Report: submit a Documentation of Records report of the abatement program to the client including the consultant's daily log sheets, air sampling results, wipe sampling results, a copy of the contractor's logbook of persons entering the work area, and all certificates confirming the proper transportation and disposal of all hazardous materials as required by state and federal environmental regulations. The report must summarize findings and conclusions.

## **3. Phase 2 Environmental Site Assessment (ESA) in accordance with ASTM Standard E 1903**

- a. Coordinate with the selected A/E firm currently working on the project.
- b. Identify a drilling program that will satisfy a Phase 2 Detailed Environmental Site Assessment.
- c. Create a health and safety plan that describes the appropriate procedures to be followed and the personal protection gear to be worn during the assessment.
- d. Conduct a geophysical survey (ground penetration radar/magnetometer) to delineate locations of existing buried tanks (USTs) or suspect locations of USTs which may have not been properly documented.
- e. Field screen soil samples for the presence of volatile organic compounds (VOCs) using a photo ionization detector (PID).
- f. Establish temporary groundwater monitoring wells.
- g. Conduct a level survey and measure product, if present, and groundwater depths in each well to determine direction of groundwater flow below the site.
- h. Submit soil samples and groundwater samples to a State-certified laboratory for analysis as required by State and Federal regulations and guidelines.
- i. Prepare a Phase 2 environmental site assessment report with a summary of findings that includes boring logs, results of laboratory analytical tests on soil and groundwater samples, discussion of results, conclusions, and recommendations for next steps required as a result of the investigation (i.e. Phase 3, pre-characterization, etc.)

## **4. Indoor Air Quality Testing**

- a. Baseline Air Quality, Lead and Noise testing Pre Construction/Abatement Activities:  
Conduct on-site testing in representative areas throughout the building(s). This sampling will establish a baseline prior to asbestos abatement work and construction activities.



- b. Monitoring During Construction Activities:  
Conduct inspections during construction activities. A schedule for testing will be developed as per recommendations of the consultant according to applicable codes and laws.
- c. Air Quality and Lead Testing Post Construction:  
Conduct on-site testing in selected areas prior to occupancy.

**5. Radon Testing**

- a. Conduct radon testing in the existing facility and provide any recommendations (including plans and specs) to remediate if present.
- b. Conduct initial measurements (pre-construction)
- c. Conduct follow-up measurements (post-construction). Where possible, follow-up measurements should be made in the same location as the initial measurements.

**6. Environmental Remediation**

- a. Develop and implement approved Remedial Action Plan that meets all State, Federal and local requirements and conforms to all applicable codes, ordinances, regulations and standards.
- b. Incorporate time frames and costs and provide full range of remedial services from conceptual evaluation to design, pilot testing, installation and monitoring of various soil and groundwater remediation systems, should it become necessary based upon the findings of the Phase 1 and Phase 2 ESA efforts.

**B. Environmental Permitting and Compliance**

- a. Provide assistance with the complex and evolving environmental regulatory process and the permitting and compliance requirements.
- b. Review drawings and specifications, provide individuals or sub-consultants with specialized knowledge, assist in the preparation of legal proceedings, appear before Courts or Commissions, provide expert opinions, cost estimations or conclusions as well as performing investigations of technical matters.

**C. Public Outreach and Participation**

- a. Develop and implement public outreach programs, interactive educational workshops and public meetings in collaboration with community groups.

**Summary of Services** *(Note Yes or No as to whether services can be self-performed)*

A. Site Assessments and Remediation

- 1. Phase 1 Environmental Site Assessment (ESA) in accordance with ASTM Standard E 1527 (Y/N)
- 2. Hazardous Materials Assessment (Y/N)
- 3. Phase 2 Detailed Environmental Site Assessment (ESA) in accordance with ASTM Standard E 1903 (Y/N)
- 4. Indoor Air Quality Testing (Y/N)
- 5. Radon Testing (Y/N)
- 6. Environmental Remediation (Y/N)

B. Environmental Permitting and Compliance (Y/N)

C. Public Outreach and Participation (Y/N)

## REQUIRED INFORMATION

Each engineering candidate must provide the information listed below as part of its submission to the Request for Qualifications (RFQ) for Environmental Engineering Services. Materials submitted will become the property of the City and NNP.

Five (5) copies of the complete RFQ package must be submitted. Each submission in response to the RFQ must contain the following information:

1. **Project Understanding:** Provide a written discussion in sufficient detail to demonstrate the Consultant's understanding of the scope and the professional services required.
2. **Experience:** a) Provide a general overview of the firm's history and background (i.e., when established, general partners, main location, branch offices, and so forth). b) Discuss the firm's experience and capability in providing the full range of consultant services in the State of CT c) Include a list of comparable projects completed within the past 5 years giving the following information for each: Name of Company / Municipality, Address, Contact Person (name and telephone number). Project scope, budget cost and final cost. d) Discuss the firm's familiarity with the area.
3. **Staff Plan:** Please identify key personnel the firm has designated to work on projects under this contract, their state certifications, their background and experience with areas and levels of responsibility. Please provide the resumes of all key personnel and professional engineers as well as a copy of current professional engineer's license issues by the State of CT.
4. **Management Plan:** Briefly describe the team structure and staff assignment and how it will function to ensure timely delivery of consulting services for the duration of the project.
5. **Capacity:** List current scope of projects in development within the firm to demonstrate capacity to undertake a new development project.
6. **Fee Proposal:** All prospective respondents are required to submit as their fee proposal an hourly rate fee schedule to perform all the services outlined in Scope of Services. The fee proposal must list the hourly rates for all principal engineers, assistant engineers, draftsmen, technicians, inspectors, other key personnel and clerical workers to be assigned to this contract. Any additional reimbursable costs associated with the performance of these services must be clearly delineated in the fee proposal submitted. The City and NNP reserve the right to negotiate fees or rates with the selected consultant.
7. **References:** Provide references from at least three (3) sources concerning type of service performed and deliverables provided, including ability to meet schedules, cost control and contract administration. References must be detailed to include names, titles, addresses and telephone numbers.
8. **Additional Information:** Any additional information that demonstrates your qualification for this work.
9. **Disclosure Statement**

## SELECTION CRITERIA

Qualifications for Environmental Engineering Services will be evaluated according to: (1) the firm's demonstrated capability to handle projects of similar scope and experience; (2) qualifications of firm personnel assigned to the project; (3) a financial qualification; and (4) the firm's demonstrated ability to begin work immediately and within an ongoing, aggressive schedule. The City and NNP retain the right to choose more than one preferred firm and/or to subdivide the assignment, if necessary.

In evaluating a firm's qualifications, emphasis will be placed on demonstration of the following:

1. Significant experience in the completion of projects similar in scale and complexity with the project assignment.
2. Demonstrated ability to work as a team member of major development projects.
3. Demonstrated ability to work on Brownfield projects.
4. Thorough familiarity with applicable and related Connecticut laws, regulations, state and local building codes and approval processes.
5. Demonstrated ability to manage a team of technical experts and work successfully with a broad array of public and private entities to meet aggressive project schedules.
6. Submission of Required Information outlined in the RFQ.

## SECTION V - SUBMISSION AND SELECTION PROCESS

All submissions to the RFQ for Environmental Engineering Services must be in the possession of the City no later than **December 15, 2011 @ 2:00 P.M.** All submissions must include seven (7) hard copies, including one (1) original signed copy, of the entire package. One of the seven copies is to be mailed directly to;

Ms. Sweta Patel  
Project Manager  
Community Solutions  
14 East 28<sup>th</sup> Street, PH  
New York, NY 10016  
T. 212-471-0872  
[www.cmtysolutions.org](http://www.cmtysolutions.org)

**In addition, please also submit one electronic copy of the entire package.** All submittals must be delivered to the following address:

Attention: Carita Rozie  
City of Hartford  
550 Main Street, Room 100  
Procurement Unit  
Hartford, CT 06103

No submissions will be accepted after this date and time. The City and NNP will establish an ad hoc Selection Committee to develop a shortlist of candidates to interview of the project assignment.

The short-listed firms should be represented at their interviews by managers and senior staff who will likely be responsible for the project. **Interviews will take place in Hartford at a date and time TBD.**

## GENERAL CONDITIONS

Important Note: All candidates must be willing to adhere to the following conditions and must positively state this in the qualification.

1. All qualifications in response to this RFQ are to be the sole property of the City and NNP.
2. Candidates are encouraged not to include in their qualifications any information, which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
3. The candidate agrees that the qualification will remain valid for a period of 90 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
4. The City and/or NNP may amend or cancel this RFQ, prior to the due date and time, if the City and NNP deems it to be necessary, appropriate or otherwise in the best interests of the City and/or NNP. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a firm's qualification not being considered.
5. The candidate must identify their project team at the time of project assignment or during the interview process. Any additions, deletions or changes in personnel from the qualification during the course of the project must be approved by the City and/or NNP with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City and/or NNP. At its discretion, the City and/or NNP may require the removal and replacement of any of the candidate's personnel who do not perform adequately, regardless of whether they were previously approved by the City and/or NNP.
6. Any costs and expenses incurred by candidates in preparing or submitting qualifications are the sole responsibility of the candidate. A candidate, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the qualification.
7. No additions or changes to the original qualification will be allowed after submittal. While changes are not permitted, clarification of qualifications may be required by the City and/or NNP at the candidate's sole cost and expense.
8. The candidate represents and warrants that the qualification is not made in connection with any other candidate and is in all respects fair and without collusion or fraud. The candidate further represents and warrants that they did not participate in any part of the RFQ development process.
9. All responses to the RFQ must conform to instruction. Failure to answer all questions or to follow the requested format may be considered appropriate cause for rejection of the response.

## COMMUNICATION PROTOCOL

All correspondence, inquiries and submissions regarding the process should be called in or e-mailed to:

Carita Rozie  
Principal Analyst  
Procurement Services Unit  
City of Hartford  
550 Main Street, Room 100  
Hartford, CT 06103

P: 860-757-9614  
E: rozic001@hartford.gov

Technical questions may be submitted to:

Sweta Patel  
Project Manager  
Community Solutions  
14 E. 28th Street, PH  
New York, NY 10016

P: 212-471-0872  
E: spatel@cmtysolutions.org

with an E-mail copy sent to Carita Rozie.

Candidates shall carefully examine the contents of this RFQ and related documents. Any questions, ambiguities or inconsistencies shall be brought to the attention of the aforementioned parties in writing no later than **December 15, 2011 by 2:00 P.M.** Failure to do so will constitute acceptance by the candidate of any subsequent interpretation or decision by the City and/or NNP. No interpretation of the meaning of this RFQ will be made orally. In the event that the City or its financial advisors provide any interpretation, only written interpretations will be binding upon the City.

The City and/or NNP reserve the right to respond or not to respond to specific questions, clarifications or requests concerning the RFQ process. The City and NNP acknowledges that information contained in the submissions is subject to the Freedom of Information Act (FOIA).

All qualifications in response to this RFQ are to be the sole property of the City and NNP. Candidates are encouraged not to include in their qualifications any information that is proprietary. All materials associated with this procurement process are subject to the terms of State laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.

## SECTION 3

### GENERAL INFORMATION FOR PREPARATION AND DELIVERY OF A RESPONSE

Rev. 050809

#### **Definitions:**

Bid or Proposal refers to any form of solicitation the City may use such as a Request for Bids (RFB), Request for Proposals (RFP) or request for Response (RFR).

Candidate or Respondent refers to an individual or company who is considering or has submitted a response to a solicitation. This is also commonly referred to as “bidder.”

City refers to the City of Hartford, the Hartford Public Schools and any other governmental entity participating in the RFR process and/or resulting award(s).

Provider refers to the Candidate or Candidates who receive an award and who enter into a contract with the City.

**3.1 HOW TO RESPOND:** Supply the required information on and along with the response form. An explicit agent of your organization must sign the response form and any supplementary proposal document and *submit it to the address indicated in Section 1.0 – Response Checklist.*

Mark the original response package as "ORIGINAL" on the front cover. We will open the response upon receipt if this information is not provided on the face of the envelope. In this case the City cannot be held responsible for the confidentiality of the response.

Failure to follow these guidelines may be just cause for rejection of the response.

A. Do not wait until the due day to begin to prepare your response. Preparing your response early helps avoid issues related to computer equipment or Internet access malfunction. It is the Candidate's responsibility to ensure that responses are received in their entirety, on time and at the required location.

B. If this request has a "Specification Offered" column opposite the specifications complete as follows:

In the "specification offered" column type in:

a) "As specified"

b) "Exceeds specifications" - Identify what exceeds the specification and why

c) "Exception to specifications" -Again, identify the substitute and define its effect.

Be sure to return these pages with your pricing sheet(s).

C. A certified check or bid bond, *when required*, will be specified in the Invitation to Respond and must accompany your response in the amount indicated (if we haven't stipulated a bond in the Invitation which is the letter at the front of this RFR document, we don't need one). Certified checks will be returned to all unsuccessful Candidates upon the awarding of the contract.

If your response is not accompanied by a bond, certified check or proof that a valid bond has been obtained at the RFR opening it may be rejected.

If you manage a **small business** and have difficulty obtaining bonds (or just haven't done it before) help is available from the Small Business Administration (SBA) through "The Surety Bond Guarantee Program." One of the bonding companies working with this program is Suggs & Associates in Windsor, CT. For more information go to [www.sba.gov](http://www.sba.gov), choose "Services." Then select "Financial Assistance" and click on "Surety Bond."

D. The successful Candidate may be required to furnish a performance bond and payment bonds, each for the full contract amount, prior to execution of a contract and/or performance under Purchase Orders. Indicate the cost for these bonds, to be added to the contract sum on the response form.

For 3.1, C & D:

Surety Companies must be listed on the current Federal Register, licensed in the State of Connecticut and have an underwriting limitation exceeding the value of the project with no more than 5% of capital in surplus tied to any one risk.

Banks must have a branch office in Connecticut with insurance provided by the FDIC.

E. **The electronic files, from which you printed your hard copy proposal, are to be emailed to**





**3.6 QUALIFICATIONS OF CANDIDATES OFFERING A RESPONSE:** The City may make such investigations as deemed necessary to determine the ability of the Candidate to perform the work and the degree to which any Candidate meets the criteria for award listed herein. Each Candidate agrees to furnish the City any additional information requested.

If this RFR is set-aside for award to a small, minority or women owned business enterprise you must receive certification prior to award. This program is described in Sec. 2-559 of the Hartford Municipal Code and can be found at: <http://www.hartford.gov/purchasing/Documents.htm>. Qualified business, not currently certified, may obtain application forms from:

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**3.7 THE REQUEST FOR RESPONSE (RFR) PROCESS:** Solicitations are advertised as required by law. The City may also send invitations to businesses as it deems appropriate. Placement on a vendor list or a history of having received invitations in the past or having received prior contract awards in no way obligates the City to continue any form of direct notification. At the discretion of the Procurement Manager the City may remove vendors from the mailing list for whatever reason including a poor performance history or failure to respond to previous invitations.

**3.8 CONTRACTING:** The City reserves the right to require the successful Candidate to execute a contract in a format supplied by the City. The terms and conditions of the contract to be signed upon the award of the RFR will supersede any inconsistent provision of the RFR documents. If the Candidate receiving a full or partial award fails to execute a contract as required, they shall be liable for, and agree to pay, on demand, the difference between the price bid and the price for which such contract is subsequently re-awarded, including the administrative cost of reissuing the contract. These costs will be recovered through the bid bond, if submitted, and any remaining sums due will be paid by the Candidate.

The award of any contract is subject to the following conditions and contingencies:

- (1) The approval of such governmental agencies as may be required by law.
- (2) The appropriation of adequate funds by the proper agencies.
- (3) Compliance with all applicable laws, regulation, ordinances and codes of the United States, the State of Connecticut and the City of Hartford. Sections of Hartford's Code which are most often applicable such as Living Wage for services and Set-aside program for Small and Minority business enterprises are posted at: <http://www.hartford.gov/purchasing/documents.htm>. The entire City Code is available at off the City's Home page: <http://www.hartford.gov>.
- (4) The selected Candidate must be current in all tax or any other monetary obligation owed to the City of Hartford.
- (5) The selected Candidate must have a current EEO certification (see section 3.10) on file with the City.
- (6) If the Candidate is a corporation or other legal business entity, it must have a current license to do business in the State of Connecticut that is on file with the Connecticut Secretary of State's office, or it must be organized under the laws of the State of Connecticut and current in terms of its required filings.

Unless otherwise indicated the duration of the Contract will be one (1) year. Further, Contract terms may be negotiated on award anniversaries. City Ordinance Sec 2-558 (C) allows for a maximum of three Contract extensions provided that the funds are available, approved by the City for this purpose and that the Provider has established a satisfactory performance record.

Notwithstanding the failure of City to exercise any option to renew this contract for an additional year, the Managing Authority reserves the right to unilaterally extend this contract on a month to month basis for a period not to exceed three (3) months under the same terms and conditions applicable to the preceding contract period.

**3.9 OBLIGATIONS OF THE CANDIDATE:** At the time of the opening of proposals, each Candidate will be presumed to be thoroughly familiar with the City's requirements, and the objectives for each element of the project, item or service. A plea of mistake in the accepted response shall not be available to the Candidate for the recovery of the bid surety or as a defense to any action based upon an accepted response.

**3.10 REQUIRED FORMS:**

a) Candidate's EEO Report: As a condition of doing business with the City the selected respondent must be certified by the City as an Equal Employment Opportunity Employer. Certifications must be renewed annually. If your firm is not currently certified you may download and complete the required forms from: <http://www.hartford.gov/purchasing/documents.htm>. Submit completed forms with your response.

If your company employs four (4) or more people, please submit your EEO Policy Statement with your Response.

b) Taxpayer's Identification Number: Every respondent must provide their Taxpayer Identification Number on the response form. Award recipients, whether an individual, proprietor, partnership or a non-profit corporation or organization must file the Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification with the City.

**3.11 SITE INSPECTION:** Information contained in these documents is provided in good faith only that all Candidates may have access to the same information utilized by the City, and is not intended as a substitute for personal investigations, interpretations and judgment of the Candidate. As information may be approximated or incomplete, Candidates should conduct a thorough inspection or study of existing conditions/equipment.

**3.12 RESERVED**

**3.13 RETAINAGE:** When progress payments are being made for items being built or designed, the City may retain 5% of the total project cost until such time as a satisfactory guarantee bond, if required, is posted with the City, or other terms for retainage, as may be specified in the contract for this project, are met.

**3.14 ACCEPTABLE BRANDS:** The RFR specifications are not intended to limit consideration to the particular service organization or manufacturer from which they were developed. References to brand names or numbers are to be interpreted as establishing a standard of quality and is not to be construed as limiting competition. Brand names used within these specifications shall be presumed to be followed by the words "or approved equal".

Burden of proving a product and/or material as equal to a specific product and/or material by

brand name is the responsibility of the Provider.

Final determination as to what is an "or equal" product will be made by the Procurement Manager in conjunction with other City staff. The City will award on the basis of the criteria stated herein, and reserves the right to waive or require compliance with any element of the specifications.

**3.15 SAMPLES:** Samples are furnished free of charge and may be held for comparison with deliveries. Candidate must arrange for their return if desired.

Samples are assumed to meet, at a minimum, City specifications for quality. All deliveries shall have at least the same quality as the accepted proposal sample. Latent deficiencies will be remedied by the contractor at no additional cost, or loss of service, to the City.

**3.16 RESPONSE DEVELOPMENT:** Candidates are responsible for all costs and expenses incurred in the preparation of a response and for any subsequent work on the response that is required by the City of Hartford. Any submittal is the property of the City of Hartford and will not be returned.

**3.17 REGISTERING WITH THE SECRETARY OF STATE:** Generally a foreign (meaning out of State) corporation or LLC must file with the Secretary of State Office to do business in the state. Foreign Corporations should review Sect. 33-920 of the Connecticut General Statutes. If they do not find that the exemptions apply to them they must file a "Certificate of Authority."

Foreign LLC's are covered under Sections 34-222 to 34-236. If the exemptions (in 34-235) do not apply to them they must file a "Certification of Registration."

Companies may obtain forms and more information from the Secretary of the State web site located at: <http://www.sots.ct.gov/CommercialRecording/Crdindex.html>. Their number is 860.509.6002.

The State of Connecticut General Statutes can be found at: [http://search.cga.state.ct.us/dtsearch\\_pub\\_statutes.html](http://search.cga.state.ct.us/dtsearch_pub_statutes.html). Enter the section number with hyphen and in the "In Database(s)" window select "Statutes - Section text."

**3.18 TIME PROVISIONS:** The content of any response submitted is to remain valid and available to the City for ninety (90) days from the day proposals are due.

END OF SECTION

**SECTION 4**

**TERMS AND CONDITIONS**  
**FOR**  
**PROFESSIONAL AND CONSULTING SERVICES**

Rev. 050809, Doc. #1005

4.1. **SCOPE OF SERVICES:**

- a. As described in Section 2 – Project Specifications of the RFR and the Provider's response.

4.2. **TERM OF CONTRACT:** - Reserve

4.3. **COMPENSATION:** - Reserve

4.4. **MANAGEMENT:** - Reserve

4.5. **INTENT:** It is the intent of the Contract to secure the services of the Provider or a duly authorized and competent representative or representatives of the Provider acceptable to the City. Failure of the Provider for any reason to make the service of such a person or persons available to the City to the extent necessary to perform the services required skillfully and promptly shall be cause for termination of the Contract. All persons engaged in the work required under the Contract shall be authorized or permitted under State law and the ordinances of the City to perform such services, as required by law.

4.6. **LEGAL STATUS:** If the Provider is a corporation or other legal business entity, it must have a current license to do business in the State of Connecticut that is on file with the Connecticut Secretary of State's office, or it must be organized under the laws of the State of Connecticut and current in terms of its required filings. Evidence acceptable by Procurement Manager must, when required, be filed with the Procurement Manager before performance of contract is started.

4.7. **INSURANCE REQUIREMENTS:** A certificate of insurance must be presented to the City in order for the Contract to take effect. The certificate must name the City as an additional insured on the face of the document and must bear the original signature of an authorized Agent for the Producer. All policies must be written on a "per occurrence" basis. The Provider is responsible for the cost of maintaining such insurance throughout the duration of the project. Insurance requirements are detailed in document #1008, Miscellaneous Services Insurance Requirements located at <http://www.hartford.gov/purchasing/Documents.htm>

4.8. **TERMINATION:** The City may at any time, and for any reason, in its sole discretion, direct the discontinuance of the services and work contemplated under the Contract for a period of time. Such direction shall be in writing and shall specify the period during which the work shall be discontinued. The work shall be resumed on the dates specified in such direction, or upon such other date as the City may thereafter specify in writing. The period during which such work shall have been discontinued shall be deemed added to the time for performance. In the event that the City directs the discontinuance of the services hereunder for a period of time in excess of six (6) months, through no fault of the Provider, the parties may negotiate and adjustment in the fees payable hereunder due to a rise in the cost of performance. Stoppage of work under this article shall not give rise to any claim against the City.

The City may at any time and for any reason, with or without cause, in its sole discretion, terminate the Contract by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such

termination, services shall be paid for in such amount as shall compensate the Provider for the portion of the work satisfactorily performed prior to termination. Such amount shall be fixed by the City after consultation with the Provider, and shall be subject to audit by the City's Comptroller. Termination under this section shall not give rise to any claim against the City for damages or for compensation in addition to that provided hereunder.

4.9. **EQUIPMENT FURNISHED:** - Reserve

4.10. **ASSIGNMENT:** The Provider shall not assign or subcontract the Contract or any of the services to be performed by it hereunder without prior consent of the City in writing. The Provider shall be as fully responsible to the City for the acts and omissions of its subcontractors as it is for the acts and omissions of people directly employed by it. The Provider shall require any subcontractor approved by the City to agree in its contract to observe and be bound by all obligations and conditions of the Contract to which Provider is bound.

4.11. **REJECTED WORK OR MATERIALS:** - Reserve

4.12. **DEFAULT:** Any of the following occurrences or acts shall constitute an Event of Default under the Contract:

If default shall be made by the Contractor, its successors or assigns, in the performance or observance of any of the covenants, conditions or agreements on the part of the Contractor set forth in the Contract; or

If any determination shall have been made by competent authority such as, but not limited to, any federal, state or local government official, or a certified public accountant, that the Contractor's management or any accounting for its funding, from whatever source, is improper, inadequate or illegal, as such management or accounting may relate to the Contractor's performance of the Contract; or

If a decree or order by a court having jurisdiction in the matter shall have been entered adjudging the Contractor a bankrupt or insolvent or approving as properly filed a petition seeking reorganization, readjustment, arrangement, composition or similar relief for the Contractor under the federal bankruptcy laws, or any other similar applicable federal or state law; or

If any competent authority shall have determined that the Contractor is in default of any federal, state or local tax obligation.

Pursuant to a Resolution passed by the Court of Common Council on September 12, 1983, default on the part of any outstanding debt owed to the City by the Contractor shall be considered just cause for termination of the Contract. Default shall be considered to have occurred when a monthly payment required by a repayment agreement is thirty (30) or more days late.

4.13. **FORCE MAJEURE**: - Reserve

4.14. **INDEMNIFICATION**: Provider shall not assert any claim arising out of any act or omission by any agent, officer or employee of the City in the execution or performance of the Contract against any such agent, officer or employee.

A. The Provider will indemnify the City for any damages or costs to which it may be put by reason of injury to the person or property of another resulting from the performance, non-performance, negligence or carelessness in the performance of the contract or in failure to comply with any provisions of the contract.

B. The Provider expressly agrees to at all times indemnify, defend and save harmless the City of Hartford and its respective officers, agents, and employees on account of any and all demands, claims, damages, losses, infringement of patent rights, litigation, financial costs and expenses, including counsel fees, and compensation arising out of personal injuries (including death), any damage to property, real or personal and any other loss, expense or aggravement directly or indirectly arising out of, related to or in connection with the Project and the work to be performed hereunder by the Provider, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The Provider shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation, including costs and attorneys fees. The provisions of this paragraph shall survive the expiration or early termination of the Contract and shall not be limited by reason of any insurance coverage.

4.15. **CONFLICT OF INTEREST**: No member of the governing body of the City, and no other officer, employee, or agent of the City shall have any personal interest, direct or indirect, in the Contract, and the Provider covenants that no person having such interest shall be employed in the performance of the Contract.

4.16. **ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION**:

The Contractor agrees to abide by the provisions of Section 2-680 et seq. of the City of Hartford Municipal Code (as applicable), Executive Orders Number 3 and 17 of the State of Connecticut; and Presidential Executive Orders Number 11246, 11375 and 11063. In carrying out this program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference.

The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training; including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government, setting forth the provisions of the non-discrimination clause.

The Contractor shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. The Contractor shall incorporate, or cause to be incorporated, this provision in any and all subcontracts entered into pursuant



to the Contract. The Contractor agrees to abide by the terms and conditions contained in the City of Hartford's Bidder's EEO Report.

- 4.17. **PERFORMANCE EVALUATION**: The Provider understands that during the course of and at the conclusion of the work that the City will evaluate its overall performance. Based on information gathered from the Managing Authority, the Procurement Manager will assess factors including, but not limited to, quality of work or service, completion record, job supervision, working relationship with other providers, bills for extras, organization, cooperation, worksite cleanliness, and compliance with City ordinances including W/MBE requirements. The Provider further understands and agrees that this record will be available for public scrutiny both in the project file and on the City's web site for a minimum of two years. The Provider will not contest the Procurement Manager's decision, which will be final.
- 4.18. **APPLICABLE LAW**: The Provider shall comply with and the Contract shall be construed in accordance with the laws regulations, ordinances and codes of the United States, the State of Connecticut, the Charter and Regulations of the City of Hartford. Links to many of these laws and regulations are located at: <http://www.hartford.gov/purchasing/Documents.htm>.
- 4.19. **MEDIATION AND ARBITRATION**: In the event a dispute arises out of or relates to the Contract or the breach thereof and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by a single person selected by the parties. Any dispute arising in connection with the Contract, that is not resolved or settled through mediation as referenced above shall be settled by arbitration. The Provider and the City shall each choose an arbitrator, and the two arbitrators thus chosen shall select a third arbitrator. The findings and award of the three arbitrators thus chosen shall be final and binding on the parties hereto, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Arbitration shall be held in Hartford, Connecticut.
- 4.20. **AMENDMENTS**: The City may, from time to time, request changes in the scope of services to be performed by the Provider hereunder. Any such change, including any increase or decrease in the amount of the Provider's compensation, which are mutually agreed upon by and between the City and the Provider, shall be incorporated in a written amendment to the Contract.
- 4.21. **CONFLICTING TERMS**: The terms and conditions of the contract signed upon award of the bid will supersede any inconsistent provisions of the bidding documents.
- 4.22. **CUMULATIVE REMEDIES**: All rights exercisable by and remedies of the City hereunder shall be cumulative and the exercise or beginning of the exercise by the City of any of its rights or remedies hereunder shall not preclude the City from exercising any other right or remedy granted hereunder or permitted by law.
- 4.23. **SUCCESSORS & ASSIGNS**: The City and the Provider each binds itself and its successors and assigns with respect to all covenants of the Contract. The Provider shall not assign or transfer any interest in the Contract without the prior written approval of the City.
- 4.24. **INVALID PROVISIONS**: If any provision of the Contract is held invalid, the balance of the provisions of the Contract shall not be affected thereby if the balance of the provisions of the Contract would then continue to conform to the requirements of applicable laws.

- 4.25. **NON-WAIVER**: Any failure by the City or the Provider to insist upon the strict performance by the other of any of the terms and provisions hereof shall not be a waiver, and each party hereto, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other, of any and all of the terms and provisions of the Contract and neither party hereto shall be relieved of such obligation by reason of the failure of the other to comply with or otherwise enforce or to seek to enforce any of the provisions of the Contract.
- 4.26. **INDEPENDENT PROVIDER**: Provider, including its' employees, is an independent Provider and shall not be regarded as an employee or agent of the City.
- 4.27. **SUBCONTRACTORS**: - Reserve
- 4.28. **ESTABLISHMENT AND MAINTENANCE OF RECORDS**: The Provider agrees to establish and maintain fiscal control and accounting procedures that assure proper accounting for all funds paid by the City to the Provider under the Contract. The Provider agrees that all records with respect to all matters covered by the Contract shall be maintained during the term of the Contract, and for a minimum of three years following termination, including any renewal or extension.
- 4.29. **AUDITS**: At any time during normal business hours, and as often as may be deemed necessary, the Provider shall make available to the City, for examination, all records with respect to all matters covered by the Contract.
- 4.30. **REPORTS AND INFORMATION**: The Provider shall furnish the City with such information and reports concerning the progress and management of this work as may be required from time to time. The form of said reports shall be determined by the City consistent with the City's requirements.
- 4.31. **INSPECTION**: Reserve.
- 4.32. **SAFEGUARDING OF FUNDS**: Reserve.
- 4.33. **ADVERTISING**: Providers may not reference sales to the City of Hartford for advertising and promotional purposes without the prior approval of Procurement Services.
- 4.34. **LICENSES AND PERMITS** The Provider certifies that for the duration of contract performance, he shall have and provide proof of permits and licenses as required by the City of Hartford Department of Code Enforcement and/or other City, State or Federal regulatory bodies as applicable.
- 4.35. **PATENT INFRINGEMENT**: Reserve.
- 4.36. **DELIVERY AND INVOICING**: City's order number must be shown on all packages, invoices and correspondence. I
- If services include the shipment of equipment, items or commodities -
  - Invoice and bill of lading or other notice containing complete shipping information must be mailed at time of shipment.
  - Delivery will be inside, FOB Hartford unless otherwise stated in the specifications.
- 4.37. **PAYMENT**: Payment will be made to the Provider within thirty (30) days after receipt by the City of acceptable invoice with appropriate supporting documentation. The

acceptance, by the Provider or by any person claiming under the Provider, of the final payment as approved by the Director of Finance shall operate as and be a release to the City from all claims of and liability to the Provider and to the Provider's representatives and assigns for anything done, furnished for or relating to the contract or for any act or omission of the City or of any person relating to or affecting the contract except such sums as may be retained by the City under the maintenance or guarantee provisions of the Contract. The City shall have the right, during the course of the Provider's services and for a period of two years after completion of the services, to examine Provider's records to verify all direct charges, expenses and disbursements made or incurred by Provider in connection with the services.

- 4.38. **NON-APPROPRIATION OF FUNDS**: It is assumed that City departments that enter into a Contract with the Provider have obtained approval, authority and funding to make the initial payment(s) during the current fiscal year. The department's ability to make subsequent payments may be contingent upon the appropriation of funds by the relevant government entity or legislative authorities of funds for this purpose. If such additional funds are not so appropriated either the Provider or the City may terminate the Contract as of the first day of the applicable subsequent fiscal year in which such funds were not made available. The City agrees not to effect such termination for the sole purpose of replacing the work product with an equivalent product supplied by others.
- 4.39. **TAXES**: The City is exempt from Connecticut Sales Tax under G.S. Sect. 12-412(A), Federal excise taxes, and the provisions of the Federal Robinson-Patman Act.

In accordance with Chapter 2, Section 2-571(b) of the Municipal Code of the City of Hartford, the Provider must be current in all tax obligations to the City of Hartford. A Provider found to be delinquent in the payment of personal or real property taxes, or found to be the owner of an interest of twenty-five percent (25%) or more in a corporation that is delinquent in the payment of personal or real property taxes shall be required to submit a plan whereby the Provider will make current all arrearage of taxes. Such plan shall include a schedule of payments sufficient to make such Provider current within a time period satisfactory to the City's Operating Officer.

- 4.40. **WARRANTIES, GUARANTEES, & INSTRUCTIONS**: Reserve.
- 4.41. **OWNERSHIP OF PRINTED MATERIAL AND OTHER PRODUCTS**: The City of Hartford has sole and exclusive right and title to all printed material, art work and any other product produced for the City under contract. The original artwork and/or any plates or computer files used in preparing and completing the work shall be considered property of the City of Hartford whether supplied by or created for the City. All artwork and electronic files shall be returned with the completed job. The Provider shall not copyright any printed matter produced under the contract and shall be responsible for the safekeeping of all printing plates, returning them to the City upon request.
- 4.42. **SECURITY**: Reserve.
- 4.43. **HAZARDOUS WASTE**: Reserve
- 4.44. **NOTIFICATION**: Reserve

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END OF SECTION