

Company Name - _____

REQUEST FOR PROPOSAL

RFP #5461

On Call Towing Services



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

DEADLINE: 2:00 PM/ Date: Tuesday, April 15, 2014

Susan Sheppard
Procurement Specialist
860-757-9616
smsheppard@hartford.gov



INVITATION TO RESPOND

Dear Sir/Madam:

The City of Hartford (the City) invites responses for:

RFR #: 5461	SOLICITATION DATE: March 28, 2014
SOLICITATION TITLE: On Call Towing Services	
SOLICITATION DESCRIPTION: The City of Hartford solicits proposals from qualified licensed Hartford based towing Operators to provide city-wide on-call towing service on an as needed basis to the Hartford Police Department. The City intends to select a sufficient number of Operators to meet the City's needs.	
SITE LOCATION (if applicable):	
RESPONSE DATE : April 15, 2014	RESPONSE TIME: 2:00 p.m.
DEPT. ASSIGNED CONTRACT #: n/a	EST. COST OF CONSTRUCTION: n/a

A PRE-BID / RESPONSE CONFERENCE HAS BEEN SCHEDULED FOR _____ n/a _____ AT _____
(Date / Time) (Location)

This pre-bid conference is: **Not Applicable**
 Mandatory (All prospective bidders are REQUIRED to attend to discuss specifications)
 Non-mandatory (All prospective bidders are encouraged to attend to discuss specifications)

This solicitation contains the following sections:

Invitation to Respond

Standard Instructions

Section 1 – Response Forms

1.1 Response Information & Signature Form

Contract Compliance

- Affirmative Action / Equal Employment Opportunity Requirements – See Section 3.6
- Surety Bond Requirements Cash Bond Performance & Payment Bonds
- Insurance Requirements – see exhibits below
- Set Aside – Ord. Section 2-660 MWBE Small Contractor
- City-Based Small Business Bid Preference – Ord. Section 2-661
- 15% Minority Utilization (City of Hartford Certified MWBE) – Ord. Section 2-682
- State of Connecticut DAS Prequalification (Public Construction Project > \$500,000)
- OSHA Compliance (Public Works Project > \$100,000)
- Wage Requirements – Complete & attach Wage Certification Form

1.2 Response Pricing

1.3 Statement of Qualifications

1.4 Subcontractor Information

Section 2 – Specifications/Scope of Services

Section 3 – General Information for Preparation and Delivery of a Response

Section 4 – Terms and Conditions / Labor Compliance

Exhibits

- Exhibit A: Standard Definition Glossary
- Exhibit B State of Connecticut Maximum Towing Charges

Sincerely,

Susan Sheppard
Procurement Specialist
smsheppard@hartford.gov
860-757-9616



**Request for Response (RFR)
AFFIDAVIT**

STATE OF CONNECTICUT)

COUNTY OF _____)

) ss. _____, 20__

I, _____, being duly sworn, depose and say:
(insert name of authorized agent)

1. I am the _____ of _____ (the
(insert title) (insert name of company)
"Respondent") and am authorized on behalf of the Proposer to make this Affidavit.
2. I am over 18 years of age and understand the obligations of an oath.
3. There are no delinquent real and personal property taxes due the City of Hartford from the Respondent.
4. The Respondent is current on all monetary obligations due the City of Hartford.
5. The Respondent is currently in compliance with all applicable laws, regulations and ordinances of the United States, State of Connecticut and the City of Hartford.

(insert name of company)

By: _____

Name:

Title:

Subscribed and sworn to before me, _____, the undersigned officer this
_____ day of _____, 20__.

Notary Public

My Commission Expires:

STANDARD INSTRUCTIONS:

- **Questions & Addenda**

- Questions related to this project must be submitted electronically via email at smsheppard@hartford.gov within seventy-two (72) hours in advance of the response submittal deadline. Responses to such questions will be posted electronically via addenda within twenty-four (24) hours of the response submittal deadline. Respondents are responsible for obtaining all addenda related to this RFR and thus advised to check for any addenda a minimum of twenty-four (24) hours in advance of the response deadline.

- **Taxpayer’s Identification Number**

- Respondents must provide their Taxpayer Identification number on the response form (Tax 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.

- **Responsible Candidate**

- Respondent must not have any delinquent taxes or financial obligations due
- Respondent must execute an affidavit to comply with all federal and state requirements
- Respondent must be certified as an Equal Opportunity Employer

- **Calendar days allowed for contract work / Substantial completion date:**

- **Liquidated damages for late completion:**

- **Bid Bond / Performance & Payment bonds (required if checked on invitation to respond)**

- 10% bid bond, cashiers or certified check with your response. The City of Hartford provides contractors with the option of submitting an electronic Bid Bond through the Surety2000 website. Surety 2000 is an Internet-based surety processing, verification and security system, developed in cooperation with the surety industry. You may contact Surety 2000 at 1-800-660-3263 or www.surety2000.com, for more information.
- Performance and payment bonds for 100% of the project upon award if the contract value exceeds \$50,000.00.

- **DAS prequalification program (construction / infrastructure projects only)**

- The DAS Contractor Prequalification Program, Connecticut General Statutes Section 4a-100, requires all contractors to prequalify “before they can bid on any construction, alteration, remodeling, repair or demolition of any public building (does not apply to road construction), for work by the state or a municipality, estimated to cost more than \$500,000 and which is funded in whole or in part with state funds. “

- **Drawings (construction / infrastructure projects only)**

- Drawings are available from Merritt Graphics’ PlanWell site located at <http://www.merrittgraphics.com> . Click on the PlanWell link, select “Public Plan Room” and select this project. You can also contact Merritt Graphics at 800-344-4477. Fees to purchase sets are non-refundable.

- **In addition to your electronic response, submit # hard-copies to:**

- Hartford City Hall, Procurement Services, 550 Main Street, Room 100, Hartford, CT 06103

REQUEST FOR PROPSAL

ON CALL TOWING SERVICES #5461

SECTION 2 - PROJECT SPECIFICATIONS

1. INTENT AND BACKGROUND INFORMATION

The City of Hartford solicits proposals from qualified licensed Hartford based towing Operators to provide citywide on-call towing services on an as-needed basis to the Hartford Police Department. The City intends to select a sufficient number of Operators to meet the City's needs.

The Police Department requires prompt service to tow vehicles from posted "no parking" areas, to remove disabled vehicles blocking traffic, to clear scenes following accidents, to remove and secure vehicles which may have been involved in a crime, to move abandoned vehicles blocking access to public or private property, and to provide emergency towing services including towing during snowstorms. Vehicles to be towed may include, without limitation, automobiles, motorcycles, light trucks and vans, heavy trucks and construction vehicles as the Police Department may require. In addition, towing of City-owned vehicles, when required, is provided under this contract. This contract does not include the removal of abandoned vehicles pursuant to Form H-109; these vehicles are handled under a separate contract.

During the past three years, the City has averaged 15,000 standard tows per year, exclusive of snow tows

2. SPECIAL CONDITIONS

2.1 Qualified Respondents must meet the following requirements at the time of submission:

The City will accept proposals only from Operators having a place of business and designated storage area located within Hartford city limits. Primary and alternative (if any) storage areas must be in full compliance with all MVD and zoning requirements. Operators must be able to devote sufficient storage space to accommodate a minimum of forty (40) vehicles towed for the City at any time. Storage areas shall be secured, fenced and lighted to safeguard vehicles towed under the City's direction. Operators responding to this Request for Proposals (RFP) must have sufficient administrative and operational staff and a minimum of three (3) wreckers, capable of handling vehicles less than 10,000 lbs. G.V.W., registered with the State of Connecticut Department of Motor Vehicles in order to provide on-call towing services 24 hours per day, seven days per week, 365 days per year. Respondents must demonstrate a minimum ratio of 2 employees per registered wrecker and maintain this ratio during the term of the contract in order to meet the City's needs, and must have the capacity for 24-hour telephone monitoring/message service. Operators with the capacity to meet this requirement are eligible to submit proposals. In addition, the City intends to maintain separate listings of Operators selected to provide towing services for vehicles over 10,000 lbs. G.V.W.

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2.2 Definitions

For the purpose of clarity and understanding, the terms used throughout this RFP as such terms apply to the provision of towing services for the City of Hartford are listed and defined in the *Standard Definitions Glossary* attached hereto as Exhibit A.

2.3 Cash Bond/Escrow Account

Each selected Operator, within fifteen (15) days of receiving a Notice of Award from the City Procurement Agent or her duly authorized designee will be required to provide a cash bond in the amount of Three Thousand Dollars (\$3,000.00) in the form of a cashier's check payable to the City of Hartford, to be placed in an escrow account by the City.

The City reserves the right to deduct from this account any, penalties and/or liquidated damages in the event of non-compliance with the contract. The Operator, when notified by the City that fees or liquidated damages have been withdrawn from the escrow account, will forward to the City, within five days, a cashier's check payable to the City of Hartford in the amount necessary to return the escrow account balance to the original \$3,000.00. The City further reserves the right to terminate the contract in the event the total amount on deposit in the escrow account becomes less than One Thousand Dollars (\$1,000.00). The City will pay no interest on the escrow account.

3. SCOPE OF SERVICES

Towing services will be provided by each selected Operator in accordance with the guidelines, requirements and procedures outlined in this scope of work.

3.1 Towing Program Guidelines/Requirements:

3.1.1 Towing services shall be performed only under the direction and supervision of the Hartford Police Department acting in accordance with applicable laws.

3.1.2 Unless otherwise specified, at least one employee from each selected operator is to be available **24 hours a day, seven days a week, including all holidays** to provide services for towing and release of vehicles. The City reserves the right to impose penalties for non-availability, including without limitation forfeiture of place in rotation list and/or suspension and/or termination of contract.

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- 3.1.3 A tow commences when the vehicle is connected to the wrecker **and** the wheels of the vehicle being towed have been lifted from their parked position; or, if the Operator has provided any service as provided for under the contract for which said Operator is entitled to payment. Vehicles may be released to an owner who appears at the scene of a tow under these guidelines.
- 3.1.4 In the event Operator's employee is not available at Operator's designated **STORAGE AREA** to release a vehicle, a **TELEPHONE NUMBER** must be posted for the vehicle owner to call to arrange for the **RELEASE** of the vehicle. The number must be posted in a prominent location and must be highly visible at all times, 24 hours per day, seven days a week including all holidays.
- 3.1.5 Twenty minutes shall be the maximum time allowed for the Operator to respond to a request for towing services, and to appear at the designated storage area to release a vehicle. The sign posting the Operator's telephone number must indicate that the Operator will be available to release the vehicle within twenty minutes of the owner's call.
- 3.1.6 In the event the Operator uses alternate storage lots in addition to or in place of Operator's primary place of business the following shall apply:

During regular business hours, the Operator will retrieve the vehicle from the alternative lot and release it to the owner at Operator's primary place of business. After regular business hours, the Operator shall transport the vehicle owner to the alternate lot and release the vehicle to the owner at the alternate lot. Operators will provide this service to all owners who do not have transportation available at such time as they arrive to claim their vehicles.

- 3.1.7 Prominently posted and visible at all hours, at the Operator's place of business must be a sign providing the following information:

If your vehicle was towed at the direction of the Hartford Police Department, the towing charge is the Current State of Connecticut Rate. There is NO Storage Fee for the First Eight (8) hours of storage. Storage Fee After First (1st) Eight (8) Hours For First (1st) Five (5) Days is \$ 10.00 Per Day. Storage Fee After First (1st) Five (5) Days is \$ 25.00 Per Day. You shall not be charged any fee greater than what is indicated or for any other service or work on your vehicle unless such service was authorized by you. If a parking ticket was issued it is payable within seven (7) days to the CITY of HARTFORD.

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All letters and numbers appearing on such posting shall have a minimum height of one inch, and the sign shall be of sufficient size to include the entire statement above.

- 3.1.8 A receipt will be issued to the payee upon payment of towing and storage fees without fail, and in all cases. This receipt shall clearly state the limitations on fees as specified by the City and include the wording: **"Protest Forms are available at Police Headquarters"**. Receipts prepared by the Operator to conform to this requirement must have been approved by the Hartford Police Department prior to being used.
- 3.1.9 The Operator in a manner taking care not to inflict any damage to the vehicle towed must provide Towing services. All reasonable means will be used as required by the City to protect all vehicles and their contents from damage and vandalism, loss or theft. The owners shall be indemnified for any and all such damage; loss or theft while said vehicles and their contents are in the Operator's custody and control. Existence or absence of such security measures for towed vehicles and related property and content will in no way release the Operator from liability, or make the City liable, for property loss or damages while towed vehicles and related property are in the possession, charge, and care of the Operator.
- 3.1.10 In the event the owner of a towed vehicle arrives at the operator's place of business to claim personal possessions from said vehicle, the operator upon verifying the identification of the owner shall allow the owner access to the vehicle to remove personal possessions, or view their vehicle without charge. Personal possessions shall include without limitation, clothing, tools, medication, attaché case, personal documents, child restraining seat, purses/wallets, eyeglasses, etc.

Permanently mounted items to said vehicle shall not be removed from the vehicle by its owner. Permanently mounted items shall include, without limitation, tires, batteries, cassette/CD players, radios, etc.

In the event the owner of a towed unregistered or uninsured vehicle arrives at the operator's place of business to claim the towed vehicle, the operator, upon verifying the ownership identification, and proof of insurance will release the vehicle upon payment. However, said unregistered/uninsured vehicles must be towed from the towing company's property, either by the vehicle owner's own towing arrangements or by the vendor at an additional cost. The vehicle's owner can also properly register / or insure the vehicle, and must provide documentation of the registration and insurance for the vendor to release the vehicle.

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There will be no additional lot or hook-up fees permitted if an owner hires his/her own wrecker to pick up a vehicle from a vendor or for the victim to walk on the Operator's property.

- 3.1.11 For vehicles unclaimed by their legal owners, the Operator shall store and dispose of said vehicles as specified under SECTION 14-150 of the Connecticut General Statutes. Notice of disposition of any vehicles under this Section shall be forwarded to the Hartford Police Department for informational purposes.
- 3.1.12 All wreckers the Operator intends to employ to provide towing services to the City must be registered with the State of Connecticut Department of Motor Vehicles (DMV) and must be principally housed in Hartford, so that property taxes for said vehicles are paid to the City.

The City reserves the right to inspect any and all wreckers used in the performance of this contract at the time and place of the City's choosing. The City intends to perform such inspection not less than two times per year.

- 3.1.13 The City prior to award of contract shall certify any and all employees of selected Operators and as may be required during the term of the contract. Such certification shall include a background check, records check and proficiency test as to standard towing procedures. In the event that a proposed employee may be found to have a felony conviction as a result of the records check, such finding may be grounds for non-award or revocation of award of contract. Specifically his designee, the Traffic Division Commander and/or his staff along with Procurement Division personnel, will determine employees' ability to operate standard towing equipment and follow normal towing procedures in accordance with applicable law, shall be conducted by the Chief of Police and proficiency testing. The Police Department reserves the right to conduct intermittent proficiency tests during the term of the contract on all certified employees. Only certified employees shall be permitted to provide services under the contract. The Operator shall provide copies of all employees' current Drivers Licenses and Social Security Numbers to the Procurement Division, which shall keep such copies on file for the duration of the contract and any extensions or renewal thereof.

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3.1.14 During the term of the contract including any renewals or extensions thereof, the Operator shall be required to report any and all suspensions or sanctions by the State of Connecticut Motor Vehicles Department or any law enforcement agency to the Chief of Police and the City Procurement Agent, whether such suspensions or sanctions are levied against the Operator's business or any officer or employee of the Operator. Failure to report such suspensions or sanctions may be grounds for contract termination.

3.1.15 Radios: The City's radio communications system includes a designated talk group for towing services. Selected Operators will be required to purchase a radio directly from the City's vendor. The radio will be the property of the Operator and the Operator will be responsible for obtaining repairs and replacements at the Operator's sole cost. In the event an Operator is without a radio due to damage or loss at any time during the term of the contract, the City will establish a remedial period not to exceed ninety (90) days and the Operator will be suspended from Towing Service Rotation during the remedial period until such time as the radio is repaired or replaced. Failure by the Operator to replace or have repaired the radio within the ninety-day remedial period as required will be grounds for termination of the contract.

The City, at its option, subject to availability, may elect to loan the Operator an interim radio during the remedial period; however, the City will not be obligated to do so.

The City will issue Radio Usage Protocols to all selected Operators. Operators shall fully comply with all of the rules established for radio usage. Non-compliance with these rules and regulations may result in the suspension from Tow Services rotation and/or contract termination.

Upon completion or termination of the Operator's towing contract, the Police Department will deactivate the Operator's access to the designated talk group for towing contractors.

3.1.16 The City reserves the right to imposes penalties for non-availability or other violations of the contract, included but not limited to skips (when an Operator fails to respond within the allowed twenty minutes and another Operator must be called, the City reserves the option to exclude the operator from two consecutive rotations), and/or suspension of the Operator for a period equal to the amount of time the Operator was in violation of the contract.

3.1.17 Operators responding to this RFP must have been in business under the current name as shown in the proposal submitted, for a minimum of five (5) years. A copy of respondent's current Dealers and Repairers License must be submitted.

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- 3.1.18 Operators must own a minimum of three (3) wreckers (or combination of wreckers and flatbeds) which are registered in the name of the entity submitting the proposal. For purpose of meeting *this requirement*, respondents may NOT subcontract with any other entity. Please submit registrations with this RFP.
- 3.1.19 Respondents *may* elect to subcontract in order to make a fourth wrecker available for snow or emergency towing. Operators responding to this RFP may NOT be named as proposed subcontractors in any other respondent's proposal. Proposals, which include subcontractors, should provide letters from named subcontractors, agreeing to abide by the City's terms and conditions as contained in the RFP.
- 3.1.20 Respondents must show a minimum ratio of two employees per registered vehicle. Employees may be full or part time.

3.2 Towing Program Procedures

Towing services to be provided will be performed in the following manner:

3.2.1 Standard/Scofflaw Tow:

- a. When notified to provide towing services by the City or the Public Safety Dispatch Center, the Operator will respond to the scene within the twenty minutes response time allowed. Operators will be notified by radio, at no time is the Public Safety Dispatch Center required to notify an Operator by telephone.

Operators shall be called in accordance with a rotation schedule, which shall be incorporated into the contract.
- b. The responding wrecker shall assume the care, custody, and control of said vehicle and tow it to the properly designated storage area or, at the discretion of a police supervisor, the vehicle may be removed to an area defined by the police supervisor for the purpose of examining the vehicle for evidence or other crime related processing.
- c. The Police Department may order a scofflaw/tow hold on vehicles deemed by the Hartford Parking Authority to be delinquent on parking fines. The Operator shall release such vehicle only upon authorization of the Police Department or the Hartford Parking Authority.

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- d. Collect all towing and as well as any accrued storage charges allowed.
- e. Issue to each claimant a release receipt and customer copy of Tow Slip that includes the following information:
 - * Name of owner and address
 - * Registration/state of vehicle
 - * Date and time towed
 - * Reason towed
 - * Date and time of release
 - * All charges (towing and storage)
 - * Identification produced by owner
 - * The statement "If a parking ticket was issued, it is payable within the 7 days to the '**CITY OF HARTFORD**'. Protest forms are available at Hartford Police Headquarters and at the City of Hartford Parking Authority Office."
- f. Send copies of all Hartford Police Department Tow Slips issued each week to the Hartford Police Department Records Division, no later than 3:00 P.M., Monday for the previous week.
- g. For Evidence, Court or Police related matters Operator shall have its monthly bills at the Hartford Police Department Finance Office no later than the fifth (5th) business day of each Billing Month. If the bills are not received by the fifth (5th) business day of the month, the Operator forfeits the Vendor Rate for Storage.
- h. Inside long-term storage for some vehicles that are being held by the Court Seizure Process for evidence. The vehicle storage facility must have adequate storage facilities to provide storage of vehicles within an enclosed area, totally protected from the weather, contamination or handling by unauthorized person(s).
 1. The Police Department will designate when a vehicle is to be placed into inside storage and may place a seal on each door of the vehicle and/or door(s) of the impound facility. Vehicles placed into inside storage shall not be removed from there without authorization from the Police Department.
 2. If inside storage is being used where other work such as spray-painting is being done, these vehicles should have covers put over them. Covers are at Operators expense.

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3. The vehicle storage facility must provide an inspection area for authorized members of the Police Department. Such area shall have, at a minimum, a covered inspection area (roof) with a paved (concrete or asphalt) surface.

3.2.2 Emergency Police Tow:

When the Chief James C. Rovella or his designee, acting as the agent of the City declare an **EMERGENCY**, towing services will be performed in the following manner:

- a. Upon notification by the Public Safety Dispatch Center that an emergency tow situation has been authorized, the Operator shall **dedicate to the City a minimum of three wreckers.**

If the City determines that a lesser number of wreckers are required during all or part of the emergency situation, the Public Safety Dispatch Center will advise Operators accordingly.

The City shall have the right to require the services of three wreckers at all times during the emergency situation. The Operator shall not utilize one of the three dedicated wreckers to handle any other calls that may be made under this contract.

For purposes of meeting this obligation, the Operator may sub-contract with properly licensed and qualified towing operators under the terms and conditions specified herein.

- b. Assemble the wreckers at points designated by the Hartford Police Department.
- c. Release any vehicle towed under these conditions only with the expressed written consent of the Hartford Police Department. **The City will collect all fees from owners of vehicles towed under EMERGENCY POLICE TOW conditions.**

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Under no circumstances shall any wrecker driver or any other employee of Operator take cash, check or any other consideration from the owner or driver of a vehicle being towed at the direction of the City. Failure to comply with this stipulation may be grounds for contract termination.

- d. Remove all towed vehicles to the Emergency Storage Area designated by the City.
- e. Submit an itemized invoice to the Hartford Police Department for payment for each vehicle towed at the rate outlined in the rate schedule contained herein.
- f. When notified by the City, remove by towing from the designated emergency storage area, all cars towed during the EMERGENCY by the Operator's wreckers and assume the care, custody, and control of said vehicles at Operator's designated storage area. Generally, such notification shall be made on the third day following the emergency. Vehicles shall be removed from the City's designated area at no cost to the City, and shall be handled in a manner consistent with procedures for standard City tows, including imposition of storage charges following the first 24 hours on Operator's lot.
- g. Store and dispose of all vehicles towed in accordance with Section 14-150 of the Connecticut Statutes. Notice of disposition for any vehicles under this section shall be forwarded to the Hartford Police Department for informational purposes.
- h. In lieu of establishing an Emergency Storage Area, the Hartford Police Department Traffic Commander may elect to have vehicles towed to each operator's respective storage area. The operator shall collect all towing fees as well as any accrued storage charges allowed under standard towing procedures.

3.2.3 Towing of City-Owned Vehicles:

- a. The Operator shall dispatch a wrecker for the removal of a City owned vehicle only when notified by the Public Safety Dispatch Center.
- b. The Operator shall remove and assume the care, custody and control of the City vehicle and tow the vehicle to the Department of Public Works at 40 Jennings Road or to any other location so designated by the City.

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- c. The Operator shall submit an itemized bill to the Director, Public Works, 525 Main Street, Hartford, Connecticut 06103, no later than the fifth day of each month for all vehicles towed under the "City Tow" during the previous month. The fee for each vehicle towed under the City Tow shall be at the rate specified in the rate schedule. **(EXHIBIT B)**
- d. Submit a copy of the City Tow monthly billing to the Hartford Police Department for information and inspection purposes.

3.2.4 Hourly Tow Service:

The Chief of Police or his designee, acting as the agent of the City shall determine if a demand for Hourly Tow Service exists. The Operator will be notified by the Public Safety Dispatch Center that hourly tow services have been authorized, and shall be directed to provide the appropriate number of wreckers to a designated location for dedicated service to the City during the time such need exists.

- a. Remove all identified vehicles to the Operator's storage area or, upon direction of the police officer at the scene, to the emergency storage area designated by the City, and return promptly and directly to the scene unless otherwise directed.
- b. Submit a bill to the Hartford Police Department on a monthly basis for all such services rendered under the hourly tow at the hourly rate specified in the rate schedule for each wrecker in use during the hourly tow.

The City will collect all fees from the owners of vehicles towed under the hourly tow. **The Operator shall not collect any towing fees from the public for hourly tow service without the expressed written consent of the Hartford Police Department.**

- c. The Operator may collect storage fees rightfully due. Any storage fees charged of the owner of the towed vehicle shall be the same as the rate established in the rate schedule.

The City shall not be liable for any such fees under the hourly tow service.

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3.2.5 Exigent Tow Service:

- a. When called to provide exigent towing services by the City or the Public Safety Dispatch Center , the Operator will respond to the scene within twenty minutes.
- b. The responding wrecker shall move the vehicle identified by the attending police officer, that blocks or interferes with the flow of traffic or blocks a travel lane of a roadway, up to 500 feet to such a position where it will no longer pose a hazard. The Operator must not assume custody of the moved vehicle. The City will be responsible for final removal of the vehicle.
- c. The Operator shall submit an itemized invoice to the Hartford Police Department for payment for each vehicle towed under the “Exigent Tow” provision during the previous month. The fee for each vehicle moved under the Exigent Tow provision shall be at the rate specified in the rate schedule. The Operator may not collect the standard tow fee from the owner of the vehicle.

3.2.6 Storage of Vehicles Seized for Forfeiture and Approval

In accordance with CODE OF FEDERAL REGULATIONS – TITLE 26, the Vehicle will be held in the custody of the City of Hartford Police Department (HPD), pending final forfeiture and approval of the equitable sharing/official use.

Operator shall secure storage facilities that are under this control and procure vehicle covers if outside storage is used.

Operator shall provide monthly maintenance at its expense to insure that the vehicle described does not unnecessarily or excessively deteriorate during the period of retention.

3.2.6.1 Monthly maintenance to include;

- Check tire pressure and inflate to recommended pressure,
- Check fluid levels and add fluids, accordingly
- Check radiator water/anti-freeze levels and fill, accordingly;
- Check oil level and add oil, accordingly;
- Check battery level and charge or jump start as required;
- For operable vehicles, startup vehicles and move under its own power a distance of five (5) feet (both forward and backward) and
- Start engine and run for a minimum of five (5) minutes

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- c. The Operator shall submit an itemized invoice to the Hartford Police Department for payment for each vehicle towed under the “Exigent Tow” provision during the previous month. The fee for each vehicle moved under the Exigent Tow provision shall be at the rate specified in the rate schedule. The Operator may not collect the standard tow fee from the owner of the vehicle.

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- Check oil level and add oil, accordingly;
- Check battery level and charge or jump start as required;
- For operable vehicles, start up vehicles and move under its own power a distance of five (5) feet (both forward and backward) and
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3.2.6.2 A monthly log is to be kept on any maintenance performed on the vehicle. After completing the monthly check, the log is to be left on the dashboard. Provide access to the vehicle and maintenance log upon request for inspection purposes.

3.2.6.3 Make or have made necessary repairs to preserve condition as documented in initial seizure paperwork, not to enhance the value of the vehicle. The repairs must have prior approval by the HPD.

3.2.6.4 Assure that officials or employees of the HPD or any other person(s) shall not use the vehicle, or allow its use in any way, during the period of and until such time as written approval of the equitable sharing official use request has been received by the U.S. Marshall Service (USMS).

3.2.6.5 Insure that officials or employees of the HPD or any other person(s) will not cause any expenses to be incurred relative to this agreement that will require reimbursement to the HPD by the USMS without the USMS prior written permission.

3.2.6.6 In the event the vehicle is not forfeited, the USMS shall assume custody or will coordinate the transfer of custody of the vehicle. If the vehicle is not forfeited, any authorized repairs incurred during the period of retention will be reimbursed to the City of Hartford Police Department, after the HPD is reimbursed by the USMS.

4. ROTATION SCHEDULES

For the duration of this Contract, on-call towing services to the Hartford Police Department will be provided on a rotation basis for each vehicle designated to be towed, without regard for the weight class of such vehicle. Giving respect to the weight class of vehicles to be towed, the Public Safety Dispatch Center will call the Operator, regardless of the vehicle's location, alphabetically. The following is a list of weight classes.

- 4.1 Vehicles less than 10,000 lbs. G.V.W.:
- 4.2 Vehicles/Heavy Duty 10,000 to 26,000 lbs. G.V.W.:
- 4.3 Heavy Duty over 26,000 lbs. G.V.W.:

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5. **AUTHORIZED STORAGE SITES**

It is understood and agreed that the Operator shall store towed vehicles only at the approved storage site(s) herein identified and that for the duration of this Contract, approved site(s) shall remain under the control of the Operator who shall maintain sufficient lighting, security, and fencing to prevent theft, damage or loss to towed vehicles..

No changes in storage sites, including addition or deletion of locations, shall be made during the term of this Contract without the prior written consent of the City.

The Chief of Police shall designate lots as Vehicle Storage Pounds in accordance with the Municipal Code.

6. **TIME FRAME**

All successful Operators will be required to commence providing on-call towing services on or about July 1, 2014, subject to contract execution.

The term of the contract will be July 1, 2014 through June 30, 2015, with one-year renewals subject to Operator's satisfactory performance, compliance with contract terms and the availability of funds. The City reserves the right not to renew the contract for any reason and will provide the Operator with a written notice of termination.

Open Enrollment

This is an open enrollment contract. The City reserves the right to solicit and add additional contractors to meet any unmet needs, including but not limited to: If/when all attempts to utilize awarded contractor(s) has been unsuccessful. Procurement Services will only add qualified contractors and/or services, after a thorough proposal review, to the contract once in place, to cover any unmet need(s), as identified by the City of Harford Procurement.

Background Checks

Operators shall provide completed state criminal history checks of all drivers employed by their respective tow firms.

You can clean it up however you wish, we are just looking to put it on them to get a background check done on their drivers through the Connecticut State Police indicating that their drivers do not have any felonies in their history within the state.

The costs \$50.00 per person for a criminal history check by name and date of birth.

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7. RATE SCHEDULE

RATES SHOULD REFLECT STATE TOWING RATES

**** Indicates Changes in Storage rate, Not State Rate**

The rate schedules listed below shall apply to all services provided by the successful Operator to the City upon execution of this agreement and shall remain in effect until the rate schedule is amended by the City of Hartford Court of Common Council via the resolution process.

7.1 Vehicles less than 10,000 lbs. G.V.W.:

SERVICE	VENDOR	TOTAL
Standard/Scofflaw/Police Tow No Mileage Charge Within The City of Hartford	State Rate	
Emergency Tow	State Rate	
Police Exigent Tow*	30.00	30.00
City Vehicle Tow Within The City of Hartford	30.00	30.00
Out of The City of Hartford Tow	50.00	50.00
Police Investigation Hold Tow	30.00	30.00
Storage Fee First (1 st) Eight (8) Hours	0.00	0.00
Storage Fee After First (1 st) Eight (8) Hours For First (1 st) Five (5) Days	10.00	10.00
Storage Fee After First (1 st) Five (5) Days	25.00	25.00
Police Hold Storage (Per Day)	5.00	5.00

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7.2 Vehicles /Heavy Duty 10,001 to 26,000 lbs. G.V.W.:

SERVICE	VENDOR	TOTAL
Standard/Scofflaw/Police Tow	State Rate	
Emergency Tow	State Rate	
Police Exigent Tow*	60.00	60.00
City Vehicle Tow Within The City of Hartford	60.00	60.00
Out of The City of Hartford Tow	90.00	90.00
Police Investigation Hold Tow	60.00	60.00
Storage Fee First (1 st) Eight (8) Hours	0.00	0.00
Storage Fee After First (1 st) Eight (8) Hours For First (1 st) Five (5) Days	15.00	15.00
Storage Fee After First (1 st) Five (5) Days	30.00	30.00
Police Hold Storage (Per Day)	5.00	5.00
Hourly Rate	200.00	200.00

7.3 Heavy Duty Vehicles over 26,000 G.V.W.:

SERVICE	VENDOR	TOTAL
Standard/Scofflaw/Police Tow	State Rate	
Emergency Tow	State Rate	
Police Exigent Tow*	90.00	90.00
City Vehicle Tow Within The City of Hartford	90.00	90.00
Out of The City of Hartford Tow	120.00	120.00
Police Investigation Hold Tow	90.00	90.00
Storage Fee First (1 st) Twenty- Four (24) Hours	0.00	0.00
Storage Fee After First (1 st) Twenty-Four (24) Hours For First (1 st) Five (5) Days	20.00	20.00
Storage Fee After First (1 st) Five (5) Days	35.00	35.00
Police Hold Storage (Per Day)	5.00	5.00
Hourly Rate	325.00	325.00

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*In the event the City, under exigent circumstances, requires an Operator between the hours of 6:00 PM and 6:00 AM to move an abandoned vehicle which blocks traffic or interferes with the flow of traffic or blocks a travel lane of a roadway (up to 500 feet) to such a position that it would no longer pose a hazard, the City will pay tow fees directly to the Operator at the rate determined by the vehicle category. Under such circumstances, the Operator may not collect the standard tow fee from the owner of the vehicle.

**In the event the City becomes liable for storage fees incidental to standard tows or holds due to Police Department error in the proper notification of the towed vehicle owner, the City will pay storage fees directly to the Operator at the rate of \$5.00 per day up to a maximum of \$100.00. Under such circumstances, the Operator may collect the standard tow fee from the owner of the vehicle.

In the event the State of Connecticut approves a rate adjustment for a standard tow as defined herein, Operators may petition the Chief Operating Officer pursuant to Section 32-31 of the Municipal Code for a rate increase.

Mileage charges shall not apply or be added to rates for any tows within City limits or to tows of City vehicles to or from adjoining towns. Services not specifically covered under the rate schedules contained herein shall be provided in accordance with State of Connecticut Department of Motor Vehicles approved rates.

Towing services under a general declared emergency situation, including snow tows, shall be at the hourly rate provided.

Emergency tow rates shall apply as determined by the Police Department.

8. CONTRACT MANAGEMENT

The Hartford Police Department, Chief James C. Rovella or his/her duly authorized designee will manage this contract for the City.

The Director of Traffic & Operations or his/her duly authorized designee will manage the rotation schedule.

Each selected Operator shall assign one qualified individual who will be the Operator's contact person, who will be available to the City to respond to any questions regarding Operator's performance of towing services.

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SECTION 2 - PROJECT SPECIFICATIONS

9. **PROPOSALS**

Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto will not become public information until selection of the successful respondent. The Respondent must sign all Proposals. Unsigned proposals cannot and will not be considered.

9.1 **Submissions and Deadline**

All proposals must be received by **2:00 P.M., EST Tuesday April 15, 2014**
One (1) original and Three (3) copies shall be submitted to:

Susan Sheppard, Procurement Specialist
City of Hartford, Procurement Services Unit,
550 Main Street, Room 100
Hartford CT 06103

All questions about this RFP shall be submitted via
www.smsheppard@hartford.gov. *no later than Friday, April 11, 2014.*

9.2 **Packaging**

The *original* proposal (including the *original* Special Attachments) shall be placed in **one sealed envelope**, bearing the name and address of the respondent and clearly marked with the words "RFP #5461: **ON CALL TOWING SERVICES**". The three (3) copies shall be placed in a separate sealed envelope or box, bearing the name and address of the respondent and clearly marked with the words "RFP #5073: **ON CALL TOWING SERVICES**"

Section 1: Submittal Letter

Respondents shall submit a cover letter, addressed to Susan Sheppard, Procurement Agent, signed by an authorized principal or agent of the respondent, which provides an overview of the respondent's qualifications, as well as the name, title and phone number of the person to whom the City may direct questions concerning the proposal. The letter should include a statement by the respondent accepting all terms and conditions contained in this RFP and indicating that the Operator will provide services as required by the City and in accordance with direction given by the City during the term of the contract, signed by an officer or other individual with authority to bind the firm. It should also include a listing of clients for whom similar towing services have been performed, and a list of names, addresses and telephone numbers of references for the City to contact.

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SECTION 2 - PROJECT SPECIFICATIONS

Section 2: Detailed Proposal including:

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

Experience: Please provide a detailed written summary of the Respondent's experience and capability in providing similar services elsewhere, especially experience in providing services to municipalities. An overview of the Operator's background, experience and ability to provide towing services as specified, including the date on which Operator commenced doing business and all business names used by Operator including each owner, principal and officer, as well as previous locations. A list of municipalities and or clients with whom the Operator is contracting, including and indicating present and past contracts. Provide the name, title and telephone number of an individual who could be contacted at each.

Staff Plan: Identify all staff who will provide any portion of the services required under the contract. For each identified individual, provide background and experience, and areas and levels of responsibility. Please provide resumes of all key personnel. Provide a list of all owners, officers and principals in the firm, indicating the title and responsibilities of each. Provide a complete list of the Operator's employees; include their positions and the amount of time employed by the Operator, and copies of each employee's driver's license.

On Call Towing Delivery Plan: Describe how the services required herein will be provided to the City, and describe how the service delivery plan will ensure timely delivery of services. The delivery plan must include a detailed schedule.

Facility Requirements: A detailed description of Operator's facility and storage area(s) including size, location, and capacity. This description should include verification that each location is in compliance with all applicable City and State laws and ordinances. Such verification may include, without limitation, copies the Operator's Zoning Certificate of Occupancy or Zoning Permit, as applicable, issued by the City of Hartford, Department of Licenses and Inspections; copies of letters or certifications from the State of Connecticut Department of Motor Vehicles attesting to compliance with MVD regulations; copies of letters or certifications from the State of Connecticut Environmental Protection Department. Copies of permits and licenses for the Operator's facility and storage area.

A complete list and description of all equipment and wreckers to be employed by the Operator to provide the required towing services. This list should specifically state whether equipment is adequate for:

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SECTION 2 - PROJECT SPECIFICATIONS

- a. Vehicles less than 10,000 lbs. G.V.W.
- b. Vehicles/Heavy Duty 10,000 to 26,000 lbs. G.V.W.
- c. Heavy Duty 26,001 and over G.V.W.

A copy of the registration for each and every wrecker listed, whether owned or leased by the Operator.

Subcontractors: If the Operator proposes to subcontract portions of the contract as herein provided, the proposed subcontractor(s) must be clearly identified in the proposal submitted, together with a letter signed by the proposed subcontractor agreeing to abide by all the terms and conditions herein imposed by the City. Proposed subcontractors must be Hartford-based businesses and must meet all conditions contained herein except that proposed subcontractors may own or lease fewer than three wreckers. **All appropriate information required of the Operator in the proposal must be provided for proposed subcontractor(s).**

A list of any and all suspensions and/or sanctions levied against the Operator within the past five (5) years by the State of Connecticut Department of Motor Vehicles and/or any other law enforcement agency. This listing should provide details including any extenuating circumstances. The list should be by the Operator's current company, previous business names, and present and past companies of owners, principals and officers.

Section 3: Budget/Fee Proposal

All respondents are required to submit a fee proposal for all services outlined in the Scope of Services. All services must be included in this fee proposal. The City of Hartford is exempt from the payment of excise taxes, transportation and sales taxes imposed by the Federal Government and/or the State of Connecticut. Such taxes must not be included in the fixed fee.

Section 4: Required Forms

- 1) [Bidder's EEO Report](#): As a condition of doing business with the City, the successful respondent must be certified by the City as an Equal Employment Opportunity Employer. The City's *Bidder's EEO Report* form is enclosed for this purpose and is made an integral part of this proposal. **Please complete the form in its entirety and return it, with an original signature affixed,** with the proposal submitted.

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- 2) Internal Revenue Service (IRS) [W-9](#) Form: Every respondent, whether an individual, proprietor, partnership or a non-profit corporation or organization must fill out and submit with their proposal the Internal Revenue Service [W-9](#) Form, Request for Taxpayer Identification Number and Certification.

The Respondent must sign all Proposals.

Unsigned proposals cannot and will not be considered.

10. **GENERAL REQUIREMENTS AND CONDITIONS**

10.1 **Insurance**

The selected provider shall be required to furnish proof of the following insurance coverage within ten (10) days of receipt of Notice of Selection. An insurance company licensed to conduct business in the State of Connecticut with a Best's Key Rating of A-, VIII or better shall issue insurance. The Risk Manager must approve any and all exceptions. Insurance coverage shall remain in full force for the duration of the Contract term including any and all extensions or renewal thereof. Each insurance certificate shall contain a (30) day notice of cancellation. All renewal certificates shall be furnished at least thirty (30) days prior to policy expiration.

10.1.1 **Commercial General Liability, including Contractual Liability**

Insurance with limits not less than \$2,000,000 Combined Single Limit Bodily Injury and Property Damage. All, if any, deductibles are the sole responsibility of the selected Provider to pay and/or indemnify.

10.2.1 **Workers' Compensation** in accordance with Connecticut General Statutes

10.3.1 **Employer's Liability:**

- 10.3.1.1 \$100,000 bodily injury for each accident;
- 10.3.1.2 \$100,000 bodily injury by disease for each employee
- 10.3.1.3 \$500,000 bodily injury by disease aggregate

10.3.2 **Professional Liability:** Issued on a claims made basis with a

- 10.3.2.1 \$2,000,000 Single Limit for the term of the contract & for
- 10.3.2.2 Two years following its completion.

10.3.3 **The City of Hartford is included as an Additional Insured,**

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- 10.3.4 **ATIMA** under the Commercial General Liability and Employer's
- 10.3.5 Liability Insurance Policies. THE UNDERLINED WORDING MUST BE SHOWN IN THE SPACE PROVIDED FOR "COMMENTS" ON THE ACORD INSURANCE CERTIFICATE. (Additional Insured requirement is expressly waived for Workers' Compensation and Professional Liability coverage's)
- 10.3.6 Each insurance coverage named above shall provide not less than a
- 10.3.6.1 30-day notice of cancellation to the City of Hartford.
 - 10.3.6.2 All policies shall be on the occurrence form.
 - 10.3.6.3 Any and all exceptions shall be reviewed by the City's Risk Manager.
- 10.3.7 It is further agreed that the amount of insurance required herein does not, in any way, limit the liability of the Provider by virtue of its promise to hold City harmless so that in the event that any claims results in a settlement or judgment in any amount above the limits set in Paragraph 12.1.1 herein, the Provider shall be liable to, or for the benefit of, the City for the excess.
- 10.3.8 Insurance requirements and coverage may be reviewed from time to time during the term of this Contract and all extensions and renewals hereof. The Provider agrees to comply with any and all reasonable insurance requirements or modifications made by the City's Risk Manager.
- 10.3.9 Cancellation or other termination of insurance policies required by this Agreement without immediate replacement thereof may be considered a default in the terms and conditions of this Agreement. The Provider agrees that such default may be cured by procurement of insurance on behalf of Provider, at the Provider's expense, at City's option.
- 10.3.10 Manufacturer of submitted armor shall provide proof of product liability insurance in the amount of \$10,000,000.

10.4 Hold Harmless Agreement:

- 10.4.1 In addition to its obligation to provide insurance as specified above, the Provider, its agents and assigns shall indemnify and hold harmless the City of Hartford, including but not limited to, its elected officials, its officers and agents
- 10.4.2 ("The City") from any and all claims made against the City, including but not limited to, damages, awards, costs and reasonable attorneys' fees, to the extent any such claim directly and proximately results from the wrongful, willful or negligent performance of services by the Provider during the Provider's performance of this Agreement or any other Agreement of the Provider entered into by reason thereof. The City agrees to give the Provider prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

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10.4.3 [Contracting party] shall be solely responsible for any deductibles or retentions required in connection with the above-referenced insurance, and [Contracting party] shall indemnify and hold harmless City for any cost or liability associated with such deductibles or retentions, including but not limited to any payment thereof.

10.5 Conditions:

10.5.1 Respondents responding to this RFP will be expected to adhere to the following conditions and must make a positive statement to that effect in its proposal submitted:

Have personnel/resources reserve sufficient to assure task continuity.

10.5.2 Agree that all sub-contractors hired by the respondent must have prior written approval of the City of Hartford.

10.5.3 Agree that the resultant contract may be terminated in the event of non-appropriation of funds.

10.5.4 Agree to accept and follow management direction from the City and specifically, the City's designated personnel.

10.5.5 Agree to conform to all applicable laws and ordinances and statutes of the Federal Government, State of Connecticut and City of Hartford, including but not limited to the following:

10.5.5.1 *Civil Rights Act of 1964, as amended

10.5.5.2 *Civil Rights Act of 1991, as amended

10.5.5.3 *Section 2-626 through 2-676 of the
Hartford Municipal Code

10.5.5.4 *Executive Orders Numbers 3 & 17
of the State of Connecticut

10.5.5.5 *Section 504 of the Rehabilitation Act of 1973

10.5.6 Agree that if the City cannot in good faith negotiate a written contract within a reasonable time with the selected Respondent, the City may unilaterally cancel its selection of that Respondent.

10.5.7 Agree that periodic payments to the contractor will be made as agreed upon in the signed contract with the City.

10.5.8 Agree that the contract between the City and the Respondent shall be governed by and construed in accordance with the laws of the State of Connecticut and the ordinances of the City of Hartford.

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11. ADDITIONAL INFORMATION AND REVISIONS TO PROPOSALS

Information may be provided to potential respondents for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Prospective respondents shall be afforded fair and equal treatment with respect to access to additional information and revision of proposals.

12. PROPOSAL EVALUATION

12.1 Selection Criteria

The following criteria will be used, without limitation, in determining the successful Provider:

12.1.1 The Respondent's technical understanding of Towing Services as evidenced by the quality of the proposal submitted.

12.1.2 The quality and capability of the Operator's equipment.

12.1.3 The completeness of the proposal package submitted by the Operator.

12.1.4 The background and experience of the Operator in providing "on-call" towing services elsewhere; specifically, the experience of the main contact person from the Operator's staff.

12.1.5 The outcome of a site inspection of the Operator's proposed service and storage facility.

12.1.6 The review of the Operator's performance record and complaints filed against the Operator.

12.1.7 The outcome of background investigation of the Operator and the Operator's personnel with the State of Connecticut Department of Motor Vehicles, the State Police Department, the Hartford Police Department, the Better Business Bureau and other agencies and sources the City may deem necessary.

12.1.8 The Respondent's responsiveness and compliance with the RFP requirements and conditions.

12.1.9 A review of references from other clients as provided in the Proposal submitted.

12.1.10 Determination that the selected Provider has no contractual relationships, which would result in a conflict of interest to the City's contract.

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Proposals in response to this RFP will be reviewed against the criteria listed above, and award of contract shall be made in accordance with standard purchasing procedures.

12.2 Selection Procedures

12.2.1 The Procurement Agent reserves the right to reject any or all proposals or parts thereof for any reasons, to negotiate changes to proposal terms, and to waive minor inconsistencies with the RFP. The Procurement Agent reserves the right to make a selection on the basis of qualifications, experience in providing similar services elsewhere and the proposal's responsiveness to the RFP requirements.

12.2.2 A Selection Committee *may* assist the Procurement Agent in choosing the successful Provider to deliver the requested services. In the event the Procurement Agent establishes a Selection Committee, respondents submitting the best proposals may be invited to an interview with the Selection Committee prior to final recommendation for contract award. The City reserves the right to make an award solely on the basis of the proposals submitted.

12.2.3 The City intends to negotiate and enter into contracts with the most responsible respondents whose proposals are determined to be in the best interests of the City.

12.2.4 Selected Providers will be issued a conditional Notice of Award. Once notified of conditional selection, Providers must post required signs and obtain radios within five (5) business days of the notice of selection. The City, at its option, subject to availability, may elect to loan the Operator an interim radio if the City's vendor is unable to deliver within the five days; however, the City will not be obligated to do so. A second site review will be conducted and final selection shall be made based on compliance as determined by such review and Operator's obtaining a radio.

12.2.5 The Chief of Police shall designate lots as Vehicle Storage Pounds in accordance with section 22.41 of the Municipal Code, *Establishment of vehicle pounds*.

13. **ALTERNATIVES AND EXCEPTIONS**

The Procurement Agent may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this RFP.

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14. **PRINCIPALS/COLLUSION**

By submission of a proposal, the respondent does declare that the only person or persons interested in this proposal as principal or principals is/or, are named therein and that no other person other than therein mentioned has any interest in this proposal or contract to be entered into; that this proposal is made without connection with any person, company or parties making a proposal, and that it is in all respects fair and in good faith without collusion or fraud.

15. **EQUAL OPPORTUNITY EMPLOYER**

As a condition of doing business with the City as an Equal Employment Opportunity Employer must certify the selected respondent. The City's [Bidder's EEO Report](#) is enclosed for this purpose and is made an integral part of this proposal. Please complete the form in its entirety and return it, with an original signature affixed, with your proposal.

16. **TAXPAYER'S IDENTIFICATION NUMBER AND TAX STATUS**

In accordance with Chapter 2, Section 2-548(a)(4) of the Municipal Code of the City of Hartford, the selected respondent must be current in all tax obligations to the City of Hartford. A respondent 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 not be considered for contract award.

Every respondent whether an individual, proprietor, partnership or a non-profit corporation or organization must fill out and submit with their proposal the [Internal Revenue Service Form W-9](#), Payers Request for Taxpayer Identification Number.

17. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990**

The City of Hartford complies with the Americans with Disabilities Act (ADA) of 1990, and in so doing requires that contractors with the City abide by the provisions of the Americans with Disabilities Act (ADA) of 1990; Public Law 101-336, as applicable.

EXHIBIT A

On-Call Towing Services

Standard Definitions Glossary

WRECKER means the vehicle owned and registered to, or leased by, the OPERATOR or parties of the OPERATOR, and meeting the requirements of the State of Connecticut (Section 14-66 a., b., c.) for use as a wrecker. All wreckers shall be equipped with snow chains, booster cables, pry bars, brooms and a shovel. In addition, all wreckers must be equipped with a minimum of two dollies (defined as low, flat, wheeled frame used for transporting heavy objects).

VEHICLE WEIGHT means the gross weight of the vehicle (G.V.W.).

STORAGE AREA is a designated location under the control of the OPERATOR. It must be of sufficient size to accommodate the organized storage of all vehicles towed by the OPERATOR and located within the City of Hartford. The OPERATOR shall provide sufficient security measures for designated storage areas to prevent theft, damage, or loss to towed vehicles.

EMERGENCY STORAGE AREA - On any occasion where a large number of vehicles are towed (i.e., serious snow storms or other emergency conditions), the CITY may designate one or more emergency storage areas for the temporary holding of these vehicles. These areas shall be provided rent free to the OPERATOR(s) and shall be under the control of the CITY to ensure sufficient security. After a period of at least forty-eight hours from the time the emergency was declared, the CITY may elect to have all vehicles moved to the storage area of the OPERATOR. No additional compensation will be paid to the OPERATOR for this service since the original tow shall not have been deemed complete until the vehicle is properly stored at the location of the OPERATOR's storage area.

OPERATOR is a single licensed operator for the purpose of bidding and is located within the geographical boundaries of the City of Hartford.

PUBLIC SAFETY DISPATCH CENTER (PSDC): The City's public safety dispatch center responsible for notifying the tow operator when service is requested by the City or the Hartford Police Department.

POLICE HOLD is an official authorization to the OPERATOR by any officer of the Hartford Police Department to refuse the release of any vehicle towed because the vehicle is evidence in a criminal proceeding.

SCOFFLAW HOLD is an official authorization to the OPERATOR by any police officer of the Hartford Police Department to refuse the release of any vehicle towed because the vehicle's owner has been deemed delinquent of parking fines.

WRECKER OPERATOR means the employee of the OPERATOR who has a valid and current operator's license issued by the State of Connecticut and who is experienced in the operation of a wrecker, and has a C.D.L. if it is required by the equipment being operated. The CITY reserves the right to reject employees for good cause related to the effective provision of services as required. The CITY may, at its option, elect to issue credential to employees involved in the provision of services. In the event the CITY exercises this option, only employees in physical possession of valid and current credentials may perform services under the contract.

POLICE ESCORT means an emergency service provided by the Hartford Police Department to the OPERATOR under unusual conditions, which permits the OPERATOR to respond to police direction in an emergency fashion. At all times, when such a service is authorized, a marked police vehicle will proceed in front of the wrecker and both the police vehicle and the wrecker will operate with all warning beacons and sirens activated.

EXHIBIT A

On-Call Towing Services

Standard Definitions Glossary

RELEASE means the process of collecting funds for towing of a motor vehicle, the presentation and verification and identification form the vehicle's owner, the issuance of receipt and notification to the CITY by the OPERATOR.

EMERGENCY means any instance declared by the CITY where large number of vehicles must be removed by towing. Such instances include, without limitation, major snowstorms, flooding or other natural disasters. The sole judge of an EMERGENCY shall be the CITY.

STANDARD/SCOFFLAW/POLICE TOW means towing services conducted by the OPERATOR under the direction of the Hartford Police Department, as may be requested by the Police Department. Services shall include the minor clearing of glass and/or other small debris, which may be present at the scene of the tow, from the traffic way, at the direction of the Police Department. A STANDARD/SCOFFLAW/POLICE TOW may include, without limitation, righting an overturned vehicle, removal of parts, which may interfere with towing and/or winching a vehicle back on the highway as required.

EMERGENCY POLICE TOW means towing services conducted by the OPERATOR, under the direction of the Hartford Police Department, to include all services defined in the STANDARD/SCOFFLAW/POLICE TOW, except that tows in this category shall be chargeable at the rate established for the Emergency Tow after an EMERGENCY has been declared by the CITY. During such periods, the OPERATOR must continuously provide a minimum of three (3) wreckers dedicated to CITY authorized towing services for the duration of the EMERGENCY. These dedicated wreckers shall not be diverted by the OPERATOR for any other services including STANDARD/SCOFFLAW/POLICE TOW calls during the EMERGENCY. For purposes of complying with this requirement, the OPERATOR may, with the CITY's written permission, sub-contract with a bona fide Hartford based Tow Service Provider for the use of additional wreckers. Sub-contracts with small and/or minority businesses are encouraged. Sub-contractors and their employees must comply with all CITY requirements except that sub-contractors need not maintain their own storage areas and may have fewer than three wreckers. All sub-contracted services shall be under the direction of the OPERATOR. All vehicles towed under EMERGENCY POLICE TOW circumstances shall be removed to the EMERGENCY STORAGE AREA provided by the CITY. When so directed by the Hartford Police Department, the OPERATOR shall remove unclaimed vehicles to OPERATOR's storage area.

TOW ZONE EMERGENCY means towing services conducted by the OPERATOR, under the direction of the Hartford Police Department during the hours of 1530 to 1800 hours (3:30 PM to 6:00 PM), chargeable at the standard tow rate. During such periods, the OPERATOR must continuously provide a minimum of two (2) wreckers dedicated to CITY authorized towing. All vehicles towed under these circumstances shall be removed to the OPERATOR's storage area.

CITY TOW MEANS;

1. The towing of a vehicle owned by the CITY and shall include the same services defined in STANDARD/SCOFFLAW/POLICE TOW except that tows under this category shall be chargeable at the CITY TOW rates. The removal of such vehicles shall be at the direction of the Hartford Police Department and shall be towed directly to the Department of Public Works facility.

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On-Call Towing Services

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2. **EXIGENT TOW:** Under exigent circumstance, a legally parked vehicle may be towed under the direction of the Police Department to allow emergency response/repair vehicles access to a designated area obstructed by said vehicle. The OPERATOR shall remove all such vehicles to his storage area. Upon releasing the vehicle the OPERATOR shall not collect any moneys from the owner or claimant of such vehicle, but rather shall be paid directly by the CITY for services provided in regard to any such vehicle at the rates established in the rate schedule.

HOURLY TOW SERVICE means compensation due the OPERATOR on an hourly basis for the employment of a single wrecker for potential or actual tow services; the OPERATOR shall be allowed to charge the CITY for a minimum of four (4) hours of service for each wrecker required by the CITY. The CITY shall not be required to pay any minimum for any additional wreckers provided by the OPERATOR; however, if additional wreckers are utilized, the CITY shall for actual usage at the established hourly rate.

CANCELLED TOW means any instance where the CITY has directed that a vehicle be towed and subsequently the CITY judges that the need to tow such vehicle no longer exists. The sole judge as to the CANCELLATION shall be the CITY and the OPERATOR shall collect neither fees nor charge for any such CANCELLED TOW services.

RESPONSE TIME means the total elapsed time from the instant when the Public Safety Dispatch Center initiates a request for tow services to the time when the OPERATOR's wrecker appears at the scene, fully equipped and prepared to provide services. The CITY shall be the sole judge in determining RESPONSE TIME. Response time shall not exceed twenty (20) minutes.

STORAGE FEE means that sum chargeable to the owner of a motor vehicle, towed under the direction of the Hartford police Department under normal conditions, for holding of the vehicle for a period in excess of 24 hours. There shall be no fee for the first 24 hours of storage, and all storage subsequent to that time shall be directly chargeable to the owner of the vehicle at the established rate per vehicle per 24-hour period, or portion thereof.

TOWING FEE means the compensation paid to the OPERATOR for towing services.

TOWING CHARGE means the sum total of the towing fee and administrative fee collectable by the OPERATOR at the time the vehicle is released.

VEHICLE shall include automobiles, motorcycles, motorbikes, mopeds, mini-bikes, pick-up trucks, vans, etc. regardless of their condition and/or status with the Registry of Motor Vehicles unless otherwise specified.

OVERWEIGHT VEHICLE shall be any vehicle whose rated gross weight exceeds 10,000 pounds.

OVERWEIGHT VEHICLE TOW means towing conducted by the OPERATOR upon authorization of the Hartford Police Department for vehicles whose rated gross weight exceeds 10,000 pounds. All vehicles towed under these circumstances shall be removed to the OPERATOR's STORAGE AREA unless otherwise directed by the owner of such vehicles and authorized by the police officer at the scene. OVERWEIGHT VEHICLE TOWS shall be performed with appropriate equipment for the particular weight class of the vehicle, and at the established rates for such tows.

VERIFICATION OF IDENTIFICATION means that portion of the release process wherein the OPERATOR shall take reasonable measures to confirm the identity of a claimant before a vehicle is released to it. In the event the

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OPERATOR is unable to adequately confirm the identity of the claimant, the CITY, through its Police Department, will assist the OPERATOR in such identification by oral or written confirmation.

CITY STORAGE means that sum chargeable to the CITY for the holding of a vehicle for a period in excess of 24 hours for vehicles ordered held by the Police Department or for the holding of a vehicle in excess of 24 hours in which the CITY has elected to encumber such charges. All such storage shall be directly chargeable to the CITY at a rate established in the rate schedule and shall be paid on a per vehicle, per 24-hour period basis. Written orders for such holding of vehicles shall be provided to the OPERATOR by the Police Department within five (5) days of towing of the vehicle to OPERATOR's Storage Area. Absent written verification of hold orders, on the sixth day the vehicle shall be handled by the OPERATOR as a STANDARD/SCOFFLAW/POLICE TOW and may be released to the owner/claimant in accordance with established procedures.

RELEASE REVIEW means that process by which a police officer requests the OPERATOR to provide a service consisting of the OPERATOR's recording the request on the field tow form, the subsequent notation of same on reports and vendor tow records, and a "coded" call to the Police Department when the owner of such vehicle arrives to claim same. The CITY, through its Police Department, will send a police officer to review the release process and verify the identity of the claimant in these circumstances.

OUT OF TOWN CITY TOW means the towing of any vehicle owned by the CITY and any POLICE HOLD vehicle beyond the City Limits.

SECTION 3

GENERAL INFORMATION FOR PREPARATION AND DELIVERY OF A RESPONSE

Rev. 06/04/12

Definitions:

Request for Response (RFR) refers to any form of solicitation the City may use, such as a Request for Bids (RFB), Request for Proposal (RFP), Request for Information (RFI) or Request for Quotation (RFQ).

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.

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3.01 HOW TO RESPOND: Supply the required information on and along with the response forms. An officer or explicit agent of your organization must sign the response form and any supplementary proposal document.

If this request has a "Specification Offered" column opposite the specifications, complete as follows and return these pages with your pricing sheet(s):

In the "specification offered" column type in:

- a) "As specified"
- b) "Exceeds specifications" - Identify what exceeds the specification and why
- c) "Exception to specifications" - Identify the substitute and define its effect

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

3.02 QUESTIONS & ADDENDA: Questions related to this project must be submitted via email to the buyer referenced on the Invitation to respond within seventy-two (72) hours in advance of the response submittal deadline. Responses to such questions will be posted electronically on the DAS website within twenty-four (24) hours of the response submittal deadline. Respondents are responsible for obtaining all addenda related to this RFR and thus advised to check for any addenda a minimum of twenty-four (24) hours in advance of the response deadline.

The bids submitted for the work must be based upon the text of this document including the Standard instructions, Special Instructions, Specifications, all Addenda, and any referenced plans, and no oral or informal statement or representation by any representative or employee of the City of Hartford or the Architect shall be considered an amendment to or waiver of any statements in or requirement of such bidding or proposed contract documents and no claim or right of action shall accrue in favor of any respondent as a result of or founded on such oral or informal statements or representations. The City or its agents shall not be responsible for any oral instructions or interpretations given to a Candidate.

Note: All communications related to this project are to be directed to buyer noted on the invitation to respond. Candidates found to be communicating with City or School staff outside of the Procurement Services Unit will have their response rejected.

3.03 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.

3.04 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.

3.05 NON-DISCRIMINATION: The candidate agrees and warrants that in the performance of the contract such candidate 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, mental retardation, mental or physical disability, in any manner prohibited by the laws of the United States or of the State of Connecticut.

3.06 AFFIRMATIVE ACTION REQUIREMENTS:

3.06.1 No Contract or Purchase Order, regardless of how procured, shall be awarded to any Person or Candidate that is not an equal opportunity employer. The successful respondent, as a condition of being awarded this contract shall agree to comply with all contractual Equal Employment Opportunity/Affirmative Action performance requirements as outlined herein.

3.06.2 The successful respondent, as a requirement of final contract execution will additionally agree to comply with the following provisions:

- a. Submit a report of current company employment statistics on the EEO Certification Form and a copy of the company Affirmative Action / Equal Employment Opportunity Policy Statement, properly signed by Company official on company letterhead, in accordance with paragraph 3.6.3 below.
- b. Sign and submit the document entitled "Hartford Affirmative Action Plan / Equal Employment Opportunity Agreement and Affidavit". (*Construction/Infrastructure projects only*)

3.06.3 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. Submit completed EEO Certification forms and EEO Policy Statement with your response. To check the current status of your EEO certification contact Aileen Ortiz at 860.757.9784, fax 860.722.6607 or email: ORTIA005@hartford.gov.

3.06.4 The candidate agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated, when employed, without regard to race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental or physical disability. The advertisement of employment opportunities shall be carried out in such manner as not to restrict such employment.

3.06.5 The successful respondent shall agree that neither he/she nor any subcontractors will discharge, expel or otherwise discriminate against any person because he/she has opposed any unfair employment practice or because he/she has filed a complaint or testified or assisted in any proceeding under Section 31-127 of the Connecticut General State Statutes.

3.06.6 (*Construction/Infrastructure projects only*) During the Performance of this contract, the contractor agrees to permit authorized City of Hartford staff to perform on-site project monitoring related to the contractual equal employment opportunity/affirmative action performance requirements. The prime contractor additionally agrees on behalf of his/her company and all subcontractors to submit the following compliance reports, available at <http://www.hartford.gov/procurement/forms>, while performing under this contract:

- a. Payroll Certification Form within 10 working days of end of reporting month
- b. Minority/Women Business Enterprise (MWBE) Monthly Payment Status Reports
- c. Minority/Women Business Enterprise (MWBE) Final Payment Status Reports
- d. Monthly Employment Utilization Report
 - 1. Minimum of 15% of the total project hours by trade shall be allocated to minority workers.
 - 2. Hartford resident employment goal of 30% by trade.
- e. Status reports as to special training and/or employment residency requirements

3.06.7 The successful respondent further agrees that the requirements as noted in paragraphs 3.5 and 3.6 shall likewise apply to all construction sub-contractors.

3.07 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.

3.08 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.

3.09 CORRECTION OR WITHDRAWAL OF RESPONSES, CANCELLATION OF AWARDS. Correction or withdrawal of inadvertently erroneous bids, including corrections to pricing must be submitted to the Procurement Agent prior to the bid response deadline. Corrections before or after award, or cancellation of awards of Contracts or Purchase Orders based on such mistakes, may also be permitted with the approval, in writing, of the Procurement Agent, otherwise withdrawal of bid by respondent shall be cause for forfeiture of bid surety to the City.

3.10 QUANTITIES AND/OR USAGES: Quantities and/or usages are estimates only and in no way represent a commitment and/or intent to purchase the estimated amount. Actual quantities and delivery locations may vary. The City reserves the right to order all quantities that may be needed, at the contract price, during the contract term regardless of the estimates provided in this RFR.

3.11 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, unless specifically limited by the term "no substitute", otherwise 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 Agent 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.

3.12 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.

3.13 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, review of existing conditions/equipment, examination of the site and compare it to the specifications and drawings. Any discrepancies or needs for clarifications must be brought to the attention of the department managing the RFR prior to the bid opening.

Pre-bid / Response conferences are noted on the invitation to respond. Submission of a bid shall be evidence that respondent has examined the site, compared it with the drawings and specifications and satisfied itself of the conditions existing at the site, the storage and handling of materials, and all other matters incidental to the work under this contract. No additional compensation will be allowed for difficulties which the respondent could have discovered or reasonably anticipated prior to bidding.

3.14 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.

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, regulations, ordinances and codes of the United States, the State of Connecticut and the City of Hartford.
- (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 on file with the City.

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 2-588 (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.

3.15 CONTRACT DOCUMENTS: The Contract documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), this Request for Response (RFR) and its referenced documents, General and Supplementary Conditions, drawings, any Addenda issued, the Contractor's response to the RFR, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a Minor change in the Work issued by the Design Professional on behalf of the City; the Contract Documents do include other documents such as bidding requirements.

3.16 RETAINAGE (*Construction/Infrastructure projects only*): When progress payments are being made for items being built or designed, the City may withhold at least 5% of the total project cost, or as otherwise specified in the contract for this project.

3.17 INSURANCE: Refer to the exhibit noted on the Invitation to Respond for specific insurance requirements. List the name and address of the respondent's insurance agent on the response form. The successful candidate shall be required to furnish a Certificate of Insurance (Accord Form), acceptable to the City, within ten (10) days from notice of award and must name the City as an additional insured on the face of the document. The insurance certificate and coverage requested must be updated and kept current throughout the life of the contract, including any extensions. If at any time during the term of the contract or any extension thereof, any required policies of insurance should renew, expire, or be cancelled, it will be the responsibility of the Provider to furnish to the City a Certificate of Insurance indicating renewal or an acceptable replacement of the expiring policy prior to the expiration or cancellation, so that there will be no lapse in any coverage. The candidate shall obtain and maintain such required insurance at its own cost and expense.

3.18 BID BONDS: A Bid bond, cashiers or certified check may be required with your response. The City of Hartford provides contractors with the option of submitting an electronic Bid Bond through the Surety2000 website. Surety 2000 is an Internet-based surety processing, verification and security system, developed in cooperation with the surety industry. You may contact Surety 2000 at 1-800-660-3263 or www.surety2000.com, for more information.

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 help is available from the Small Business Administration (SBA) through "The Surety Bond Guarantee Program. For more information go to www.sba.gov, choose "Services." Then select "Financial Assistance" and click on "Surety Bond."

3.19 PERFORMANCE BOND AND PAYMENT BOND: If requested, the successful contractor will be required to submit a Performance Bond and Payment (Labor & Material) Bond in the amount of 100% of contract award within 10 days of award if the contract value exceeds \$50,000. Said bonds shall be issued by an insurance company and said surety companies must be listed on the current Federal Register, licensed in the State of Connecticut with 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. The bonds must be signed by an officer of the company and of the surety company above their official titles and their corporate seals must be affixed over the signatures.

Indicate the cost for these bonds, to be added to the contract sum, on the response form.

3.20 PREVAILING WAGES (*Construction/Infrastructure projects only*): Pursuant to Section 2-559 (B), Required Provisions. Each Agreement for the construction, remodeling or repair of any Infrastructure Facilities shall contain both of the following provisions:

(1) "The wages paid to any mechanic, laborer or workman employed upon the work herein contracted to be done shall be at a rate equal to the prevailing wage rate in the State of Connecticut and or federal government, whichever is applicable, for the same work in the same trade or occupation."

(2) "Each contractor and subcontractor, or an authorized officer or employee, responsible for supervision of the payment of wages shall submit, on a weekly basis within seven (7) days after the regular payment date of the payroll period, to the Procurement Services Unit, a "Weekly Certified Statement of Compliance." Due and timely compliance with this provision shall be a condition precedent to the approval and transmittal of the next and succeeding payments by the city or its authorized officers or agents to the contractor under the terms of this agreement."

3.21 SUBCONTRACTORS: The respondent shall not subcontract any portion of the project to be performed unless the prior consent of the City is given for both the work to be subcontracted and the subcontractor to perform the same. The terms and conditions of the underlying contract between the City and Contractor will become part and parcel of the terms and conditions of each subcontract. Respondents are required to provide subcontractor information in the space provided in 1.4 "Subcontractor Utilization" of the response forms. Complete a separate form for the Base Bid and each Alternate. MWBE's must certified with the City of Hartford at the time of response submission.

3.22 MINORITY BUSINESS UTILIZATION (*Construction/Infrastructure projects only*): Respondents are required to set-aside for Minority Businesses 15% of the construction work. Respondents are encouraged to exceed the set-aside requirement specified. The City's Minority Business listing as further described in paragraph 3.23.3 shall be used by respondents in selecting minority business contractors.

The sum of all minority business subcontracts shall be equal to or greater than 15% regardless of how the bid is awarded (base only or base plus one or more alternates). Failure to comply with the required percentage of minority business utilization will be cause for rejection of bid.

3.22.1 City Certification Required

Respondents shall utilize Minority subcontractors who hold a current MWBE certificate with the City of Hartford at the time of response submission. Certifications by any other government entity shall not be sufficient to qualify the subcontractor to participate in the City of Hartford's minority business utilization preference program. In selecting its minority subcontractors, respondent is cautioned to seek documented proof that its subcontractors hold valid certification by the City. Failure to identify City certified Minority Business subcontractors will be cause for rejection of bid.

3.22.2 Percentage of Work to be Performed

Designated MWBE's shall perform at least 70% of the work with their own forces and as part of their own operations excluding the manufacture or purchase of proprietary products.

3.22.3 Minority Business Listing

A listing of Minority Businesses holding certification by the City of Hartford is available at

<http://www.hartford.gov/procurement/supplier-diversity> or in the Procurement Services Unit, Room 100, 550

Main Street, Hartford, CT 06103. The City's listing of minority businesses is comprised of companies whereby at

least 51% of the company is owned and operated by one or more of the following group persons: Black Americans, Hispanic Americans, Women, Asian Pacific Americans, Pacific Islanders, American Indians and descendants from the Iberian Peninsula. It should be understood that such listings are made available to assist respondents in satisfying bid requirements; however, respondent's selection of a subcontractor is its sole responsibility and all work performed under the contract shall be respondent's sole responsibility. The City does not sponsor or recommend the selection of any one vendor. Certification by the City of Hartford as a minority business does not imply that the business is qualified to perform the work specified in this bid. The City reserves the right to request alternate minority subcontractors for whatever reason.

3.22.4 Proof of Minority Business Utilization Required

Prior to execution of contract, the successful respondent shall be required to file with the City Engineer the actual form of subcontract with subcontractor(s) named in at least the minimum dollar value as stated in the "Subcontractor Utilization" form. The subcontract shall state the percentage of work which will be performed by the MWBE with its own forces and as part of its operation. Failure to comply with proof of subcontract within 10 days of notification may result in the rejection of bid and may be cause for forfeiture of respondents' bid surety. Further, the City reserves the right to monitor the performance and payment of such subcontracts; therefore, upon request by the City, the successful respondent shall be required to furnish proof of payment to its subcontractors. Failure to comply with such monitoring requirements within ten days of written request will result in withholding of payment to respondent.

3.22.5 Changes in Subcontractors after Award

The successful respondent may not change subcontractor(s) after the contract has been let unless and until it has received written approval from the City of Hartford. Any such approval shall be based upon a written request by the Contractor or City, which details performance and/or other issues related to the subcontractor(s).

3.23 SET-ASIDE PROGRAM: If this RFR is set-aside for award to a small, minority or women owned business enterprise you must receive a City of Hartford SC/MWBE certification prior to submission of bid response. This program is described in Sec. 2-660 of the Hartford Municipal Code.

3.24 CITY-BASED SMALL CONTRACTOR PREFERENCE: Any City-based SC/MWBE Certified Small Business which has submitted a bid not more than fifteen (15) percent higher than the low bid, provided such respondent agrees to accept the award at the amount of the low bid, shall be selected as the lowest responsible candidate. If more than one City-based SC/MWBE Certified Small Business has submitted bids not more than fifteen (15) percent higher than the low bid, the City shall select the lowest Responsible candidate among such respondents which submitted the lowest bid.

3.25 CRITERIA FOR AWARD: This Request for Response does not necessarily contemplate an award based solely on price. Rather, the City reserves its rights to accept or reject any or all responses or any

portion thereof that it may determine to be in its own best interests, for whatever reason.

3.26 NOTICE OF AWARD: The selected vendor will be provided with a written Notice of Award which shall be contingent upon the submission by the respondent of all documents required of the successful candidate, including, but not limited to, proper insurance certificates, performance and payment bonds, verification of MWBE percentage contribution to the work and execution of contract within 10 days of the notice of award.

3.27 PERFORMANCE EVALUATION: The Contractor understands that during the course of and at the conclusion of the project that the City will evaluate his/her overall performance. Based on information gathered from the City's project management team, the Procurement Agent 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 MBE requirements. This evaluation will be considered in the issuance of future awards. The contractor further understands and agrees that this record will be available for public scrutiny for a minimum of two years.

END OF SECTION

SECTION 4
TERMS AND CONDITIONS
FOR
PROFESSIONAL AND CONSULTING SERVICES

Rev. 05/15/12

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 #1009, Professional Services Insurance Requirements.

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 aggrievement 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.
- 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.
- 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

END OF SECTION