

## REQUEST FOR RESPONSE

**RFR # 5548**

**OWNER'S REPRESENTATIVE FOR CONSTRUCTION OF MINOR LEAGUE BASEBALL  
STADIUM**



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

DEADLINE: 2:00 PM/ Date: July 7, 2014

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William Diaz  
Procurement Specialist  
860-757-9604  
diazw003@hartford.gov



## INVITATION TO RESPOND

Dear Sir/Madam:

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

<b>RFR #: 5548</b>	<b>SOLICITATION DATE: June 20, 2014</b>
<b>SOLICITATION TITLE: OWNER'S REPRESENTATIVE FOR CONSTRUCTION OF MINOR LEAGUE BASEBALL STADIUM</b>	
<b>SOLICITATION DESCRIPTION:</b> The City of Hartford, Connecticut (the "City") is requesting Qualifications from interested firms qualified to provide project owner's representative services for the planning and design of a Double-A Baseball Stadium and related infrastructure at Main, Trumbull, Pleasant and Windsor Streets, located in the Downtown North neighborhood of Hartford, Connecticut.	
<b>SITE LOCATION (if applicable): Main, Trumbull, Pleasant and Windsor Streets, Hartford, CT</b>	
<b>RESPONSE DATE : July 7, 2014</b>	<b>RESPONSE TIME: 2:00 p.m.</b>
<b>DEPT. ASSIGNED CONTRACT #:</b>	<b>EST. COST OF CONSTRUCTION: \$52,000,000</b>

A PRE-BID / RESPONSE CONFERENCE HAS BEEN SCHEDULED FOR \_\_\_\_\_ 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

### RFR Affidavit

### AA-EEO Agreement & Affidavit

### 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       Bid 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

### Section 2 – Specifications/Scope of Services

- Special Instructions / Conditions included

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

### Section 4 – Terms and Conditions / Labor Compliance

### Exhibits

Insurance Requirements

Sincerely,

**William Diaz**  
**diazw003@hartford.gov**  
**860-757-9604**

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

<http://www.das.state.ct.us/cr1.aspx?page=12>

# STANDARD INSTRUCTIONS:

- **Questions & Addenda**

- Questions related to this project must be submitted via email to [diazw003@hartford.gov](mailto:diazw003@hartford.gov) within seventy-two (72) hours in advance of the response submittal deadline. Responses to such questions will be posted electronically on the State of Connecticut 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.

- **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:**

N/A

- **Liquidated damages for late completion:**

N/A

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

- 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](http://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.

## Proposal submittal:

- Provide (10) Hardcopy Proposals ; 1 marked original and 9 copies
- Provide an electronic copy (CD, flash drive, or pdf email to buyers attention)
- City of Hartford, Procurement Services attention: William Diaz, 550 Main Street, Room 100, Hartford, CT 06103



**BIDDERS EEO REPORT**


**Part 1 – IDENTIFICATION OF VENDOR**

1. NAME & ADDRESS (As shown on BID)	
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2. CHIEF EXECUTIVE OFFICER FOR ABOVE BIDDER (NAME)

4. ADDITIONAL LOCATIONS IN CONNECTICUT	ADDRESS	TELEPHONE #

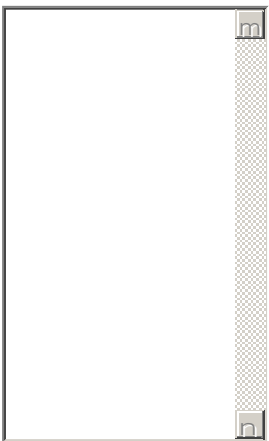
**Part II: NONDISCRIMINATION POLICIES AND PRACTICES**

<p>1a. Have you put into effect a company wide equal opportunity program to promote nondiscrimination? Yes    No €      €</p>	<p>3c. Do all your employee recruitment advertisements state a nondiscrimination policy? Yes    No €      €</p>
<p>1b. If "Yes" have all your employees been informed of this in writing? Yes    No €      €</p>	<p>4a. Do you have a collective bargaining agreement or other contract or understanding with a labor union representing the employee employed by you? Yes    No €      €</p>
<p>2a. Do you sponsor or promote any educational or training programs for your employees or prospective employees? Yes    No €      €</p>	<p>4b. If "Yes" does each such agreement assure full compliance nondiscrimination requirements? Yes    No €      €</p>
<p>2b. If "Yes" are all such persons given the opportunity to participate in accordance with your nondiscrimination statement? Yes    No €      €</p>	<p>4c. If "No" check here, and explain on a separate attached sheet. Yes    No €      €</p>
<p>3a. Have all your recruitment sources been notified that all qualified applicants will be considered without discrimination? Yes    No €      €</p>	<p>5a. Is there a person in your employ who is responsible for assuring equal employment opportunities? Yes    No €      €</p>
<p>3b. Has this been done in writing? Yes    No €      €</p>	<p>5b. If "Yes" give Name and Title Yes    No €      € <span style="border: 1px solid black; display: inline-block; width: 150px; height: 15px; vertical-align: middle;"></span></p>

**Part III-HIRING AND RECRUITMENT**

<p>1. Which of the following recruitment sources are used by you? (Check "Yes" of " No" Estimate % if not known)</p>	<p>2. Check any of the following that you use as hiring qualifications.</p>	<p>3a. Describe any other practice which show that you hire, train and promote employees without discrimination.</p>																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;"></th> <th style="width: 10%;">Yes</th> <th style="width: 10%;">No</th> <th style="width: 55%;">% of all applicants provided by this source.</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;"><b>SOURCE</b></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="padding: 5px;">State Employment Service</td> <td style="text-align: center;">€</td> <td style="text-align: center;">€</td> <td style="text-align: center;"><span style="border: 1px solid black; display: inline-block; width: 40px; height: 15px;"></span></td> </tr> <tr> <td style="padding: 5px;">Private Employment Agencies</td> <td style="text-align: center;">€</td> <td style="text-align: center;">€</td> <td style="text-align: center;"><span style="border: 1px solid black; display: inline-block; width: 40px; height: 15px;"></span></td> </tr> </tbody> </table>		Yes	No	% of all applicants provided by this source.	<b>SOURCE</b>				State Employment Service	€	€	<span style="border: 1px solid black; display: inline-block; width: 40px; height: 15px;"></span>	Private Employment Agencies	€	€	<span style="border: 1px solid black; display: inline-block; width: 40px; height: 15px;"></span>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">(x)</td> </tr> <tr> <td style="padding: 5px;">€ Work Experience</td> </tr> <tr> <td style="padding: 5px;">€ Ability to speak or write English c</td> </tr> <tr> <td style="padding: 5px;">€ Written Tests</td> </tr> </table>	(x)	€ Work Experience	€ Ability to speak or write English c	€ Written Tests	
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(x)																						
€ Work Experience																						
€ Ability to speak or write English c																						
€ Written Tests																						

Schools and Colleges	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/> High School Diploma
Newspaper Advertisements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/> College Degree
Walk-ins	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/> Union Membership
Present Employees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/> Personal Recommendation
Labor Organizations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/> Car Ownership
Minority/Community Organizations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Employment Resource Development Agency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
OTHER (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	



**PART IV – STATISTICS** – Employment at bidder’s location (as shown on bid submittal). In lieu of completing this section, bidder may submit copy of its most recent Federal EEO-1 report for the reporting location or a copy of its consolidated report for the total organization, if filed within the last year.

EMPLOYMENT FIGURES WERE OBTAINED FROM								CLOSING DATE OF REPORT PERIOD			
<input type="checkbox"/> Visual Check <input type="checkbox"/> Employment Record <input type="checkbox"/> Other								<input type="text"/>			
JOB CATEGORIES	OVERALL TOTALS (Sum of all columns A-E Male & Female)	A WHITE (Not of Hispanic Origin)		B BLACK (Not of Hispanic Origin)		C HISPANIC		D ASIAN or Pacific Islander		E AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Female	Male
Officials and Managers	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Professionals	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Technicians	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Sales Workers	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Office and Clerical	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Craft Workers (Semi-Skilled)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Operatives (Semi-Skilled)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Laborers (Unskilled)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Service Workers	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
TOTALS ABOVE	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
TOTALS ONE YEAR AGO	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
ON THE JOB TRAINEES (Enter figures for the same categories as shown above)											
Apprentices	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Trainees	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**PART V- DOCUMENTATION AND COMMITMENT REQUIRED**

1. Please submit as part of this EEO report, a copy of your Company Policy Statement of Equal Employment Opportunity.

2. For companies employing more than 10 persons, please submit as part of this EEO report a written commitment to hire minority and female workers if your work force statistics are not representative of the minority and female work force availability in your labor market area.

3. If your company is not located in Connecticut, please submit a copy of your local labor market area statistics.

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**AFFIDAVIT**

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The Bidder understands and agrees that its failure to meet the equal opportunity requirements established by section 2-573 of the Code will preclude such bid from being considered. The bidder agrees to the procedures set forth in section 2-573 of the Code in regard to the determination of whether such bidder is an equal opportunity employer. The Bidder also understands and agrees that the equal opportunity documents will become a part of the contract, and that a breach of the provision of the equal opportunity documents will constitute a breach of the contract subject to such remedies as provided by law.

NAME OF PERSON SUBMITTING BID	TITLE	DATE SIGNED	TELEPHONE NO. (Include Area Code)
x <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

## Section 1 RESPONSE FORMS

### 1.1 RESPONSE INFORMATION & SIGNATURE FORM

Vendor Name -				
Trade Name -				
Address -				
Phone # -		Fax # -		Email Address -
Contact Person -			Tax ID# -	
Delivery / Service Start Date:			# Calendar days after receipt of executed contract:	
Bid Surety - 10%	For electronic bonds enter bond number, otherwise check the appropriate box	Electronic Bond #	<input type="checkbox"/> Bond (hard copy)	<input type="checkbox"/> Cashiers / Certified Check
Cost of Performance Bond included in base bid (if applicable)			\$	Per thousand
EEO Certification Status (check one) See General Information for Preparing a Response paragraph 3.6.3			<input type="checkbox"/> Current & on file	<input type="checkbox"/> EEO form attached
DAS Prequalified Contractor? (non highway construction projects >\$500,000) <a href="http://das.ct.gov/cr1.aspx?page=10">http://das.ct.gov/cr1.aspx?page=10</a>			<input type="checkbox"/> Certificate attached	<input type="checkbox"/> Update Statement attached
Insurance Agent Name		Phone #		
Insurance Agent Address				

Vendor acknowledges receipt of all addenda issued during the bidding period (if applicable) and understands that they are a part of the bidding documents.

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

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

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

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

Submitted by ( <i>Signature</i> )		
Printed name and title		Date

**(Authorized Agent of Company)**



**1.2 RESPONSE PRICING**

Respondents should propose pricing arrangements consisting of a firm fixed price for all services rendered and materials supplied for the services within the scope of the project. The proposal should explain in detail the components of the firm fixed price for this the tasks by Phase. Progress payments may be allowed provided such payments are based on completion of defined Phases, and are aligned with the City’s timeline as described above. The price proposal shall take into account that the City may terminate the project for convenience at the completion of any phase. The price proposal shall also include a proposal for per diem or hourly consulting fees with respect to advising in negotiations with third parties after the delivery of the specific work product covered by this RFP.

**1.3 STATEMENT OF QUALIFICATIONS**

Please complete the following information. Failure to respond to all items may result in the rejection of your response.

1. Number of years in business -                      D-U-N-S Number:

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

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

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

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

<b>5. ORGANIZATIONAL STRUCTURE OF BUSINESS ENTITY (select one)</b>	<input type="checkbox"/> General partnership (GP)
	<input type="checkbox"/> Limited partnership (LP)
	<input type="checkbox"/> Limited liability corporation (LLC)
	<input type="checkbox"/> Limited liability partnership (LLP)
	<input type="checkbox"/> Corporation
	<input type="checkbox"/> Individual doing business under a trade name (sole proprietor)
	<input type="checkbox"/> other (specify)

6. CITY OF HARTFORD TAX STATUS / OTHER FINANCIAL OBLIGATIONS	<b>Hartford Businesses</b> – All City of Hartford taxes & financial obligations (real, motor & personal property) are current and paid in full or subject to a current and approved payment plan. Please attach RFR Affidavit.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<b>Non-Hartford Businesses</b> - All City of Hartford financial obligations are current and paid in full or subject to a current and approved payment plan. Please attach RFR Affidavit.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE	<b>Connecticut businesses</b> - Are all required filings current with the Secretary of State and will the Secretary of State be able to issue a Certificate of Legal Existence?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<b>Out-of-State (foreign) businesses</b> – Have you filed a Certificate of Authority / Application of Registration with the Connecticut Secretary of State? If so, submit a copy of your filing with your response. If not, submit a copy of your Certificate of Good Standing from your state of incorporation.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

8. Is your local organization an affiliate of a Parent company? If so, Indicate the principal place of business of the parent company and the name of agent for service.

Business Name	.				
Address	.				
City	.	State	.	Zip	.
Name of Agent	.				

9. List all Affiliated Businesses (attach additional sheets as necessary):

Business Name	Address	Ownership Interest %
.	.	.
.	.	.
.	.	.
.	.	.

10. Based on the organizational structure of your business, provide a current listing of all corporate officers, principals, general or managing partners, limited partners, managers and members. If sole proprietorship or general partnership, attach trade name certificate filed with the town clerks office.

11. Submit copies of all required business (trade & occupational) licenses with your response.

12. Your company may be asked to submit information relative to your company's financial statements and/or a Dun & Bradstreet report may be obtained prior to receiving an award. This information will be protected to the fullest extent required by law.

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

**1.4 SUBCONTRACTOR UTILIZATION**

Forms labeled Section 1.4 are provided below to accommodate the Base Bid (or Lump Sum) and alternates (if called for) in this Request for Response (RFR). The information provided below applies to: (Check one box as appropriate)

Base Bid	Alternate 1	Alternate 2	Alternate 3	Alternate 4	Alternate 5
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**1.4 SUBCONTRACTOR UTILIZATION**

If subcontractors are to be used, indicate the firm name, address, portion or section of work the subcontractor will be performing, the subcontract value, percentage of base bid and if the subcontractor is a City certified (MWBE).

Respondent agrees to subcontract the portion of the work stipulated below to (MWBE) businesses. A copy of the contract between the respondent and the subcontractor will be required prior to execution of contract.

**Note:** Connecticut General Statutes Section 4a-100, Prequalification now applies to subcontractors also.

Trade or Nature of Work	BUSINESS NAME AND ADDRESS	CITY OF HARTFORD CERTIFIED MWBE	% of Base Bid	Subcontract \$ Value
		<input type="checkbox"/>		
		<input type="checkbox"/>		
		<input type="checkbox"/>		
		<input type="checkbox"/>		
		<input type="checkbox"/>		

<b>TOTAL SUBCONTRACT VALUE</b>	
<b>TOTAL (MWBE) SUBCONTRACT VALUE</b>	

*Subcontract % to total project* %

*MWBE Subcontract % to total project*

Additional information may be requested subsequent to your responding to this bid request. The information provided below applies to: (Check one box as appropriate)

<b>Base Bid</b>	<b>Alternate 1</b>	<b>Alternate 2</b>	<b>Alternate 3</b>	<b>Alternate 4</b>	<b>Alternate 5</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**1.4 SUBCONTRACTOR UTILIZATION**

If subcontractors are to be used, indicate the firm name, address, portion or section of work the subcontractor will be performing, the subcontract value, percentage of base bid and if the subcontractor is a City certified (MWBE).

Respondent agrees to subcontract the portion of the work stipulated below to (MWBE) businesses. A copy of the contract between the respondent and the subcontractor will be required prior to execution of contract.

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Trade or Nature of Work	Business Name and Address	CITY OF HARTFORD CERTIFIED MWBE	% of Base Bid	Subcontract \$ Value
		<input type="checkbox"/>		
		<input type="checkbox"/>		
		<input type="checkbox"/>		
		<input type="checkbox"/>		
		<input type="checkbox"/>		



The information provided below applies to: (Check one box as appropriate)

Base Bid	Alternate 1	Alternate 2	Alternate 3	Alternate 4	Alternate 5
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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Trade or Nature of Work	Business Name and Address	CITY OF HARTFORD CERTIFIED MWBE	% of Base Bid	Subcontract \$ Value
		<input type="checkbox"/>		
		<input type="checkbox"/>		
		<input type="checkbox"/>		
		<input type="checkbox"/>		
		<input type="checkbox"/>		
<b>TOTAL SUBCONTRACT VALUE</b>				
<b>TOTAL (MWBE) SUBCONTRACT VALUE</b>				

*Subcontract % to total project* %

*MWBE Subcontract % to total project* %

Additional information may be requested subsequent to your responding to this bid request.

The information provided below applies to: (Check one box as appropriate)

Base Bid	Alternate 1	Alternate 2	Alternate 3	Alternate 4	Alternate 5
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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Respondent agrees to subcontract the portion of the work stipulated below to (MWBE) businesses. A copy of the contract between the respondent and the subcontractor will be required prior to execution of contract.

**Note:** Connecticut General Statutes Section 4a-100, Prequalification now applies to subcontractors also.

Trade or Nature of Work	Business Name and Address	CITY OF HARTFORD CERTIFIED MWBE	% of Base Bid	Subcontract \$ Value
		<input type="checkbox"/>		
		<input type="checkbox"/>		
		<input type="checkbox"/>		
		<input type="checkbox"/>		
		<input type="checkbox"/>		
<b>TOTAL SUBCONTRACT VALUE</b>				
<b>TOTAL (MWBE) SUBCONTRACT VALUE</b>				

*Subcontract % to total project* %

*MWBE Subcontract % to total project* %

Additional information may be requested subsequent to your responding to this bid request.

The information provided below applies to: (Check one box as appropriate)

Base Bid	Alternate 1	Alternate 2	Alternate 3	Alternate 4	Alternate 5
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**1.4 SUBCONTRACTOR UTILIZATION**

If subcontractors are to be used, indicate the firm name, address, portion or section of work the subcontractor will be performing, the subcontract value, percentage of base bid and if the subcontractor is a City certified (MWBE).

Respondent agrees to subcontract the portion of the work stipulated below to (MWBE) businesses. A copy of the contract between the respondent and the subcontractor will be required prior to execution of contract.

**Note:** Connecticut General Statutes Section 4a-100, Prequalification now applies to subcontractors also.

Trade or Nature of Work	Business Name and Address	CITY OF HARTFORD CERTIFIED MWBE	% of Base Bid	Subcontract \$ Value
		<input type="checkbox"/>		
		<input type="checkbox"/>		
		<input type="checkbox"/>		
		<input type="checkbox"/>		
		<input type="checkbox"/>		
<b>TOTAL SUBCONTRACT VALUE</b>				
<b>TOTAL (MWBE) SUBCONTRACT VALUE</b>				

***Subcontract % to total project*** %

***MWBE Subcontract % to total project***

Additional information may be requested subsequent to your responding to this bid request.



The information provided below applies to: (Check one box as appropriate)

Base Bid	Alternate 1	Alternate 2	Alternate 3	Alternate 4	Alternate 5
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**1.4 SUBCONTRACTOR UTILIZATION**

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Trade or Nature of Work	Business Name and Address	CITY OF HARTFORD CERTIFIED MWBE	% of Base Bid	Subcontract \$ Value
		<input type="checkbox"/>		
		<input type="checkbox"/>		
		<input type="checkbox"/>		
		<input type="checkbox"/>		
		<input type="checkbox"/>		
<b>TOTAL SUBCONTRACT VALUE</b>				
<b>TOTAL (MWBE) SUBCONTRACT VALUE</b>				

*Subcontract % to total project* %

*MWBE Subcontract % to total project %*

Additional information may be requested subsequent to your responding to this bid request.

## Section 2

### **INTRODUCTION:**

The City of Hartford, Connecticut (the "City") is requesting Qualifications from interested firms qualified to provide project owner's representative services for the planning and design of a Double-A Baseball Stadium and related infrastructure at Main, Trumbull, Pleasant and Windsor Streets, located in the Downtown North neighborhood of Hartford, Connecticut.

### **BACKGROUND/PROJECT DESCRIPTION:**

The City is proposing the development of a new first class and state of the art Ballpark. The Ballpark will have natural turf and be open-air facility that will serve as the home of an Eastern League Double-A Minor League Baseball team. It will also have the capability to host concerts, sporting events and community oriented events. It will include at a minimum the following characteristics and amenities:

- 9,000 Seats (including 6,600 Fixed Seats, Outfield Berm Seating, Picnic Area and other general admission areas)
- 24 Suites and 4 Party Suites including all finishes, furniture, fixtures, and equipment
- 300 Club Seats including access to luxury restaurant / bar area
- Concession facilities including specialty cooking and vending areas for club and suite patrons, general commissary, and point-of-sale vending locations, fixed and portable.
- Team facilities including locker rooms, training areas, and ancillary facilities.
- Team store, merchandising concessions, and box office.
- Programming and specification of kitchen and vending equipment.
- Press facilities including facilities for writing press, radio broadcast, and television broadcast to include all required A/V equipment.
- Scoreboard and video board design including facilities for video production.
- Graphics and signage including signature naming sponsor signage, wayfinding signage, concessions graphics, regulatory signage and sponsorship graphics.
- Team office space
- Ground floor retail on Main Street (2 stories)
- Employee locker room, Security office and storage space
- Programming and budgeting for furnishings, fixtures and equipment for all stadium requirements

The design will require the alteration of public rights of way and relocation of the utility infrastructure in the adjoining streets and the demolition of existing improvements on the site. Coordination will be required with the utilities owning the infrastructure and with the bureaus of the Connecticut Department of Transportation responsible for bus transportation serving the area and for regulation of major traffic generators affecting state highway traffic.

The City of Hartford has entered into agreements with Connecticut Double Play, LLC, the owner of the Eastern League AA MiLB franchise proposed to be located in the ballpark. The principal agreements relevant to this RFQ are a Ballpark Lease Agreement and a Ballpark Development Agreement. The City has also obtained economic and market and architectural feasibility studies from Brailsford & Dunlavey, LLC and Pendulum Studio, LLC which have been employed in determining the preliminary program for the Project. These materials are public records. Prospective respondents may request access to a web page set up for purposes of remotely viewing electronic copies of these materials.

The project shall be subject to all procurement requirements of the Code of Ordinances of the City of Hartford and requirements of the Connecticut General Statutes applicable to municipalities.

Delivery of the Project is expected to follow a Construction Manager-at-Risk ("CMR") procurement process.

**MINIMUM QUALIFICATIONS:**

Interested firms must be capable of providing full and comprehensive services from planning through construction administration. The Owner's Representative must have Minor League (A through Triple A) or Major League baseball stadium experience as an Owner's Representative for new stadiums or major renovations including at least four projects, with a minimum project cost of \$25 million.

**2.0 SCOPE OF SERVICES:**

The Owner's Representative will be responsible to provide input and support throughout the design and construction process, working in coordination with the City Representative and the Club Representative. The City Representative and Club Representative comprise the Project Team. The Owner's Representative will provide the following services:

**2.1 Comparative Facility Study:**

The Owner's Representative will compare the project with other, state of the art AA Baseball stadiums and shall consider and report to the Project Team on industry-best practices and emerging trends in the development of minor league baseball stadiums above and beyond the AA Baseball League's standard.

**2.2 Budget and Schedule:**

The Owner's Representative will review the Project Budget and Project Schedule and report to the Project Team on deficiencies noted, recommended changes, and opportunities to facilitate improvements on both, throughout the duration of the project.

**2.3 Design:**

The Owner's Representative will provide continuous review and input on the design from the beginning of the design contract between the City and the Design Architect through the end of the project. The Owner's Representative will be responsible for recommending changes to the design that facilitate a more efficient,

higher quality, or more economical installation in conjunction with the requirements of paragraph 1.1. The Owner's Representative shall cooperate with the Project Team in recommending any changes to the Design Agreement necessary to coordinate the services to be performed by the Design Architect and assist the Project Team in negotiating changes to the Design Agreement.

#### **2.4 Coordination with the CMR:**

The Owner's Representative shall assist the Project Team in the selection of the Construction Manager by assisting in the development of the request for qualifications for the Construction Manager, reviewing the submissions and professional qualifications of the respondent construction manager firms, and providing a summary of comments and a written recommendation on the selection of the Construction Manager. The Owner's Representative shall assist the Project Team in negotiation of the Construction Management Agreement.

The Project Team intends to construct this project using the Construction Manager-at-Risk (CMR) delivery method. During the selection process for the Construction Manager-at-Risk, the Owner's Representative shall assist the City with the following, including, but not limited to: determining bid period and date, responding to all questions from prospective bidders, attending a pre-bid conference, preparing addenda, evaluating bids, and providing recommendations concerning the acceptability of contractors and subcontractors.

Tasks requiring the Owner's Representative, Consultant, Project Team, and the CMR include:

- Coordinating and reviewing project schedules for both design and construction
- Reviewing Construction Cost Estimates
- Evaluating Value Engineering Concepts
- Addressing design review comments from the Project Team, Club, and CMR
- Assisting the Project Team in reviewing and evaluating the Guaranteed Maximum Price (GMP) proposals
- Other tasks as necessary

#### **2.5 Bidding**

The Owner's Representative shall work closely with the Project Manager and Procurement Services to research and answer questions that are submitted by bidders, using a procedure that conceals the source of particular questions and makes answers available simultaneously to all registered bidders, attend the pre-bid conference, participate in low bid process procurement, evaluate bidders, provide bid analysis, provide bid recommendation, and be present during City Council meetings to answer questions about the City's bid recommendation. The Owner's Representative shall not communicate directly with any bidder from the time the project is advertised to bid to the time the award is posted on the City Council agenda. All communication to bidders must be through the City's Procurement office.

#### **2.6 Construction Phase Services:**

The Owner's Representative will be responsible to review and comment on project documentation including submittals, design information, construction progress and sequencing, inspection reports, change orders, design changes, and any and all other documentation on the construction of the Ballpark. The Owner's Representative will be responsible to coordinate and attend all meetings as well as produce meeting minutes, notes, and action steps from each. The Owner's Representative shall be responsible to monitor all action items from each meeting and report on status in the following meetings.

The Owner's Representative shall be responsible to review the qualifications and references for all subcontract submittals and to provide recommendations on the subcontractor selection. The Owner's Representative will also be responsible to make recommendations on the selection of materials and material suppliers.

### **2.7 Change Orders and Claims:**

The Owner's Representative shall review change orders and claims from Contractors for additional compensation and equitable adjustment of compensation and shall deliver a written recommendation to the Project Team on each change order or claim. In addition, the Owner's Representative shall attend any dispute resolution meetings, and shall be available and in attendance on any mediation or other legal proceeding as a result of a change order or claim.

### **2.8 Completion:**

The Owner's Representative shall review all required as-built documents, equipment operations and maintenance manuals, and warranties for completeness based on the construction documents and assist in rectifying any deficiencies. The Owner's Representative shall assist and advise the Project Team of any problems that develop during the warranty period.

### **2.9 One Year Warranty Period**

One month prior to the expiration of the one year warranty period provided on any component of the project, the Owner's Representative shall participate in a walkthrough of the project with the Project Team. The Owner's Representative shall be responsible to report any observed defects, deficiencies, or other warranty issues observed during the walkthrough in accordance with the project documents.

### **2.10 Public Meetings**

The Owner's Representative will attend all public meetings and assist with stakeholder and public meetings as required. The Project Team will handle the day-to-day tasks associated with public outreach and communication with the public and stakeholders.

### **2.11 Project Office**

When the City deems necessary, the Owner's Representative will be asked to relocate staff during any phase of the project to a common office space in a contractor provided office at the job site shared with the project team staff, CMR, and/or staff from other consultants under contract for the project.

## **PROJECT SCHEDULE**

Procure A&E/ predevelopment services / CMR: 8/1/2014 – 10/1/2014

Start design: 10/1/2014

Project out to bid (Construction): 1/10/15

Start construction: 3/1/2015

Occupancy: 3/1/2016

Due to the aggressive schedule, the Owner's Representative must attend and coordinate weekly over the shoulder reviews to review progress prints and issues with the project team.

## **RESPONSE FORMAT**

The response format shall contain an introductory letter and the following five (5) tabs with stated information behind each tab. Where a maximum number of pages is specified for a particular section of the response, it is expected that the response shall consist of, 8-1/2" x 11" paper, using 12-point characters and margins of not less than 1". Responses exceeding these limits may be considered non-responsive.

Tab 1 - Report on the Firm (Maximum 5 pages, not including resumes)

Provide a brief history of the firm, including the number of years in business, pertinent capabilities, and evidence of experience and resources necessary to successfully provide the services described herein. Resumes of key personnel should be included in this section.

Specifically identify past comparable projects where the firm has filled the Owner's Representative role. Identify the staff that participated in the past project(s) and their role in each project. Identify the project start and completion dates (scheduled and actual), and total project cost (budgeted and actual). Highlight those elements which are similar to the scope of services of this RFQ.

Tab 2 - Project Approach (Maximum 10 pages)

Describe, in detail, the proposed strategy for providing the services as described herein. Include anticipated resources, including staffing levels, technology and equipment.

Describe systems and techniques to be employed in order to ensure that all project deadlines, including the anticipated completion date as specified herein, are met.

Tab 3 - Client List

Provide a list of all clients that are currently using or have used services within the past five (5) years which are considered identical or similar to the requirements of this RFQ and will be able to verify the service levels and capability of the proposer to provide these services. Ensure that all customers being provided as references for similar projects, as requested by the Preferred Qualifications, are included in this list. Include the names, addresses and telephone numbers of at

least five other local governments, stadium authorities or universities with whom Respondent has worked during the last five years with respect to sports facilities having budgets in excess of \$25 million. Briefly identify the project, location and services performed and include an affirmative statement that the Respondent grants its consent for the City to contact the Respondent's references for purposes of evaluating the Respondent for this Contract and acknowledges that any information obtained from the Respondent's references will not be disclosed to the Respondent except as required by law.

#### Tab 4 - Price Proposal

Respondents should propose pricing arrangements consisting of a firm fixed price for all services rendered and materials supplied for the services within the scope of the project. The proposal should explain in detail the components of the firm fixed price for this the tasks by Phase. Progress payments may be allowed provided such payments are based on completion of defined Phases, and are aligned with the City's timeline as described above. The price proposal shall take into account that the City may terminate the project for convenience at the completion of any phase. The price proposal shall also include a proposal for per diem or hourly consulting fees with respect to advising in negotiations with third parties after the delivery of the specific work product covered by this RFP.

#### Tab 5 - Conflicts of Interest

Respondents must disclose any actual or potential conflicts of interest relating to the Project. At a minimum, each Respondent shall list any current consulting relationships, open request for proposal submissions or past consulting relationships that have been concluded recently (since December 31, 2010) with any of the following:

1. Owners of minor league baseball franchises located in Connecticut or within 100 miles of its borders, in any direction;
2. Architecture, landscape architecture, interior design, structural engineering, civil engineering or other design firms;
3. General contractors or construction managers any part of the business of which relates to the development, redevelopment or construction of sports stadiums; or
4. Manufacturers or distributors of structural steel, concrete, stadium seating, scoreboards, stadium electronic systems; stadium lighting systems or other goods or commodities that can reasonably be expected to constitute more than 2% of the combined hard costs plus furnishings, fixtures and equipment purchased for the Project.

In addition, Respondents must disclose joint venture or strategic alliance relationships which have been active any time since December 31, 2010 with any firm engaged in architectural or engineering design for stadiums or ballparks or as a general contractor or construction manager for such projects; to the extent the other firms have not been included as proposed subcontractors.

## **SELECTION PROCESS**

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

- Competitiveness of proposed fee, although the City is not obligated to select the respondent who proposes the lowest fees for services; the City reserves the right to negotiate fees with the selected respondent.
- The Respondent's responsiveness and compliance with the RFP requirements and conditions.
- Level of experience of the firm and the assigned project team (based on information provided in the responses, information received from references and/or from prior experience with the City of Hartford).
- Experience in working on new baseball stadiums or baseball stadium renovations.

A Selection Committee will assist the Procurement Department in choosing the successful provider to deliver the requested services. Respondent(s) submitting the best proposal(s) 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.



## SECTION 3

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

Rev. 04/11/12

#### 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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**3.1 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.

**3.2 QUESTIONS & ADDENDA:** Questions related to this project must be received in writing 72 hours in advance of the response submittal deadline. Written questions must be sent via email to the buyer whose name appears on the invitation to respond. Responses shall be in writing and posted in the form of an addendum. Candidates are responsible for obtaining all addenda related to this RFR and thus advised to check for any addenda a minimum of twenty-four 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 Bidder 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.

**3.3 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.

**3.4 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.

**3.5 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.

**3.6 AFFIRMATIVE ACTION REQUIREMENTS:**

3.6.1 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 Bidder, 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.

3.6.2 The successful Bidder, 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 "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 "Equal Employment Opportunity Agreement and Certificate Pursuant To the Execution of a Contract with the City of Hartford, Connecticut".
- c. Sign and submit the document entitled "Certification of Non-Segregated Facilities".
- d. Sign and submit the document entitled "Affidavit for Becoming Signatory to the Greater Hartford Affirmative Action Plan".
- e. Submit an agreement to notify the Procurement Services Unit as to all employment openings occurring with the company during the pendency of this contract unless otherwise expressly prohibited by collective bargaining agreement (such agreements must be so identified where they exist).

3.6.3 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 forms with your response. If your company employs four (4) or more people, please submit your 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](mailto:ORTIA005@hartford.gov).

3.6.4 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.

3.6.5 The successful Bidder 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.

3.6.6 *(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://purchasing.hartford.gov>, 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

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

**3.7 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.

**3.8 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.

**3.9 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 bidder 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 Bidder 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 Bidder 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:** List the name and address of the bidder's insurance agent on the response form. The successful candidate shall be required to furnish insurance coverage, 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. 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](http://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](http://www.sba.gov), choose "Services." Then select "Financial Assistance" and click on "Surety Bond."

**3.19 PERFORMANCE BOND AND PAYMENT BOND** (*Construction/Infrastructure projects only*): The successful contractor for a construction/infrastructure project 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 Bidder 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. Bidders 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 bid submission.

**3.22 MINORITY BUSINESS UTILIZATION** (*Construction/Infrastructure projects only*): Bidders are required to set-aside for Minority Businesses 15% of the construction work. Bidders 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 Bidders 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

Bidders shall utilize Minority subcontractors who hold a current SC/MWBE certification by the City of Hartford. 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, Bidder 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://purchasing.hartford.gov> 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 Bidders in satisfying bid requirements; however, Bidder's selection of a subcontractor is its sole responsibility and all work performed under the contract shall be Bidder'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 Bidder 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 Bidders' 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 Bidder 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 the withholding of payment to Bidder

3.22.5 Changes in Subcontractors after Award

The successful Bidder 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 bidder agrees to accept the award at the amount of the low bid, shall be selected as the lowest responsible bidder. If more than one City-based SC/MWBE Certified Small Business bidder has submitted bids not more than fifteen (15) percent higher than the low bid, the City shall select the lowest Responsible bidder among such bidders which submitted the lowest bid.

**3.25 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.

**3.26 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. 050809, Doc. #1005

4.1. **SCOPE OF SERVICES:**

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

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

4.3. **COMPENSATION:** - Reserve

4.4. **MANAGEMENT:** - Reserve

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

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

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

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

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

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

4.9. **EQUIPMENT FURNISHED:** - Reserve

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

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

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

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

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

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

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

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

4.13. **FORCE MAJEURE**: - Reserve

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

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

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

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

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

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

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

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

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

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

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



## City of Hartford

### Professional Services Insurance Requirements

Document 1009 rev. 6/4/12

#### **Insurance: (Scope and Limits)**

Note: The term "City of Hartford" or "City" is to be taken to mean "City of Hartford and the Hartford Board of Education when the project includes work for the Board of Education.

At least ten days before the Contract is executed and prior to commencement of work thereunder, the Consultant will be required to file with the Purchasing Agent a certificate of insurance, executed by an insurance company or authorized representative satisfactory to the Purchasing Agent and in an acceptable form. The policy shall name the City of Hartford as Additional Insured and state that, with respect to the award, the Consultant carries insurance in accordance with the following requirements:

- 1) Commercial General Liability: With respect to the operations he performs and also those performed by him for sub-contractors, the Consultant shall carry Commercial General Liability insurance in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Consultants, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. Additionally, when necessary because of the scope of the project, the policy shall include explosion, collapse and underground coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
- 2) Workers' Compensation and Employers' Liability: With respect to all Consultant operations and all those performed for him by sub-contractors, the Consultant shall carry statutory coverage in compliance with the Workers' Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Policy Disease Limit, \$100,000 each employee.
- 3) Automobile Liability: The operation of all motor vehicles, including those owned, hired or non-owned, used in connection with the contract shall be covered by Automobile Liability insurance in the amount of not less than \$1,000,000 for all damages arising out of any one accident or occurrence. If a vehicle is not used in execution of this contract then automobile coverage is not required.
- 4) Pollution Liability: For operations involving a risk of environmental pollution, Consultants shall provide Consultant's Pollution Liability coverage for Bodily Injury, Property Damage and Clean-up cost arising from pollution conditions caused by the operations of the Consultant for limits of \$1,000,000. Coverage may be on a claims-made form and should include contractual liability coverage for claims arising out of liability of sub-Consultants and non-owned disposal site coverage.
- 5) Professional Liability Insurance: With a minimum combined single limit coverage of not less than \$1,000,000.

## **Insurance Provisions**

- 1) The City of Hartford shall be named as Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the City.
- 2) Consultant shall be responsible for any and all deductibles in the described insurance policies including payment thereof and indemnification of the City/Board of Education with regard thereto.
- 3) The Consultant's insurers shall have no right of recovery or subrogation against the City. The Consultants insurance shall be primary insurance as respects the City. Any insurance or self-insurance maintained by the City shall be excess and non-contributory to the Consultant's insurance.
- 4) Termination or change of insurance: Each insurance policy shall be endorsed to provide that the insurance company shall notify the Purchasing Agent by certified mail at least thirty (30) days in advance of any termination of or any change in the policy. No change shall be made without said prior notice and without prior written approval of the Purchasing Agent
- 5) Claims: Each insurance policy, shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages even if groundless.
- 6) Compensation: There shall be no direct compensation allowed to the Consultant on account of any premium or other charge necessary to take out and maintain all insurance or bonds, but the costs thereof shall be considered included in the general cost of the work.
- 7) Waiver of requirements: The Purchasing Agent, may vary the above requirements in his/her sole discretion; if he/she determines that the City's interests will be adequately protected without meeting all stated requirements.
- 8) Except for Pollution Liability, "Claims Made" coverage is unacceptable. All coverage is to be written on an "Occurrence" policy form.
- 9) Unless requested otherwise by the City of Hartford, the Consultant and his insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City. The Consultant shall assume and pay all costs and billings for premiums and audit charges earned and payable under the required insurance.
- 10) Policies must be effective prior to the commencement of work and must remain in force until termination of work under this contract. In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.