Company Name - _____

REQUEST FOR RESPONSE

RFR # 5580

Portfolio, Program and Project Management Services

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

DEADLINE: 2:00 PM/ Date: November 6, 2014

_____

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:

RFR #: 5580	**SOLICITATION DATE: October 21, 2014**
SOLICITATION TITLE: Portfolio, Program and Project Management Services	
SOLICITATION DESCRIPTION: The City of Hartford is seeking Portfolio, Program and Project management consulting and staff development services while applying lean programmatic outcomes from an organization staffed with Project Management professionals (PMP) certified by the Project Management Institute (PMI). "Lean" Programmatic outcomes increase operational efficiencies, reduce and eliminate waste in government and client agency processes.	
SITE LOCATION (if applicable):	
RESPONSE DATE: November 6, 2014	**RESPONSE TIME: 2:00 p.m.**
DEPT. ASSIGNED CONTRACT #:	**EST. COST OF CONSTRUCTION:**

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
- A 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.hartford.gov/procurement/purchasing

STANDARD INSTRUCTIONS:

- **Questions & Addenda**
  - Questions related to this project must be submitted electronically within seventy-two (72) hours in advance of the response submittal deadline. Responses to such questions will be posted electronically on the City of Hartford 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, 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 (6) Hardcopy Proposals ; 1 marked original and 5 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

Updated 8/10/12

BIDDERS EEO REPORT

Part 1 – IDENTIFICATION OF VENDOR

1. NAME & ADDRESS (As shown on BID)

2. CHIEF EXECUTIVE OFFICER FOR ABOVE BIDDER (NAME)

4. ADDITIONAL LOCATIONS IN CONNECTICUT	ADDRESS	TELEPHONE #

Part II: NONDISCRIMINATION POLICIES AND PRACTICES

1a. Have you put into effect a company wide equal opportunity program to promote nondiscrimination?
Yes No

1b. If "Yes" have all your employees been informed of this in writing?
Yes No

2a. Do you sponsor or promote any educational or training programs for your employees or prospective employees?
Yes No

2b. If "Yes" are all such persons given the opportunity to participate in accordance with your nondiscrimination statement?
Yes No

3a. Have all your recruitment sources been notified that all qualified applicants will be considered without discrimination?
Yes No

3b. Has this been done in writing?
Yes No

3c. Do all your employee recruitment advertisements state a nondiscrimination policy?
Yes No

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

4b. If "Yes" does each such agreement assure full compliance nondiscrimination requirements?
Yes No

4c. If "No" check here, and explain on a separate attached sheet.
Yes No

5a. Is there a person in your employ who is responsible for assuring equal employment opportunities?
Yes No

5b. If "Yes" give Name and Title
Yes No

Part III-HIRING AND RECRUITMENT

1. Which of the following recruitment sources are used by you? (Check "Yes" of " No" Estimate % if not known)

SOURCE	Yes	No	% of all applicants provided by this source.
State Employment Service			
Private Employment Agencies			

2. Check any of the following that you use as hiring qualifications.

(x)
Work Experience
Ability to speak or write English c
Written Tests

3a. Describe any other practice which show that you hire, train and promote employees without discrimination.

Schools and Colleges	¢	¢		¢ High School Diploma
Newspaper Advertisements	¢	¢		¢ College Degree
Walk-ins	¢	¢		¢ Union Membership
Present Employees	¢	¢		¢ Personal Recommendation
Labor Organizations	¢	¢		¢ Car Ownership
Minority/Community Organizations	¢	¢		
Employment Resource Development Agency	¢	¢		
OTHER (Specify)	¢	¢		

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

¢ Visual Check ¢ Employment Record ¢ Other

CLOSING DATE OF REPORT PERIOD

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	
Officials and Managers		Male	Female	Male	Female	Male	Female	Male	Female	Female	Male
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craft Workers (Semi-Skilled)											
Operatives (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
TOTALS ABOVE											
TOTALS ONE YEAR AGO											

ON THE JOB TRAINEES (Enter figures for the same categories as shown above)

Apprentices											
Trainees											

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.

AFFIDAVIT

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			

Request for Response (RFR)
AFFIDAVIT

STATE OF CONNECTICUT)
) ss. _____, 20___
COUNTY OF _____)

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

1. I am the _____ of _____ (the
(insert title) (insert name of company)
"Respondent") and am authorized on behalf of the Proposer to make this Affidavit.

2. I am over 18 years of age and understand the obligations of an oath.

3. There are no delinquent real and personal property taxes due the City of Hartford from the Respondent.

4. The Respondent is current on all monetary obligations due the City of Hartford.

5. The Respondent is currently in compliance with all applicable laws, regulations and ordinances of the United States, State of Connecticut and the City of Hartford.

_____
(insert name of company)

By: _____
Name:
Title:

Subscribed and sworn to before me, _____, the undersigned officer this

_____ day of _____, 20___.

_____
Notary Public
My Commission Expires:

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 #	☐ Bond (hard copy)	☐ 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			☐ Current & on file	☐ EEO form attached
DAS Prequalified Contractor? (non highway construction projects >$500,000) http://das.ct.gov/cr1.aspx?page=10			☐ Certificate attached	☐ 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 ***(Signature)***		
Printed name and title		Date

(Authorized Agent of Company)

1.2 RESPONSE PRICING

Respondents should propose a fixed price for all services rendered. Hourly and per diem rates for consultant services in each discipline.

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.**
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.

4. DAS CONTRACTOR PREQUALIFICATION *(required for construction / infrastructure projects only)* DAS prequalified? ☐Yes ☐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 ☐

5. ORGANIZATIONAL STRUCTURE OF BUSINESS ENTITY (select one)	☐	General partnership (GP)
	☐	Limited partnership (LP)
	☐	Limited liability corporation (LLC)
	☐	Limited liability partnership (LLP)
	☐	Corporation
	☐	Individual doing business under a trade name (sole proprietor)
	☐	other (specify)

6. CITY OF HARTFORD TAX STATUS / OTHER FINANCIAL OBLIGATIONS	**Hartford Businesses** – 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 ☐	No ☐

	Non-Hartford Businesses - 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 ☐	No ☐
7. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE	**Connecticut businesses** - 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 ☐	No ☐
	Out-of –State (foreign) businesses – 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 ☐	No ☐

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
☐	☐	☐	☐	☐	☐

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 Statues 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
		☐		
		☐		
		☐		
		☐		
		☐		
			TOTAL SUBCONTRACT VALUE	
			TOTAL (MWBE) SUBCONTRACT VALUE	

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
☐	☐	☐	☐	☐	☐

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Trade or Nature of Work	Business Name and Address	CITY OF HARTFORD CERTIFIED MWBE	% of Base Bid	Subcontract $ Value
		☐		
		☐		
		☐		
		☐		
		☐		
			TOTAL SUBCONTRACT VALUE	
			TOTAL (MWBE) SUBCONTRACT VALUE	

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
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		☐		
		☐		
		☐		
		☐		
		☐		
			TOTAL SUBCONTRACT VALUE	
			TOTAL (MWBE) SUBCONTRACT VALUE	

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

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

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Trade or Nature of Work	Business Name and Address	CITY OF HARTFORD CERTIFIED MWBE	% of Base Bid	Subcontract $ Value
		☐		
		☐		
		☐		
		☐		
		☐		
			TOTAL SUBCONTRACT VALUE	
			TOTAL (MWBE) SUBCONTRACT VALUE	

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

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

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

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☐	☐	☐	☐	☐	☐

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Trade or Nature of Work	Business Name and Address	CITY OF HARTFORD CERTIFIED MWBE	% of Base Bid	Subcontract $ Value
		☐		
		☐		
		☐		
		☐		
		☐		
			TOTAL SUBCONTRACT VALUE	
			TOTAL (MWBE) SUBCONTRACT VALUE	

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

MWBE Subcontract % to total project

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

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		☐		
		☐		
		☐		
		☐		
		☐		
			TOTAL SUBCONTRACT VALUE	
			TOTAL (MWBE) SUBCONTRACT VALUE	

Subcontract % to total project %

MWBE Subcontract % to total project %

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

SECTION 2 PROJECT SPECIFICATIONS

2.1 BACKGROUND

The City of Hartford Metro Hartford Information Services department was created in 2002 by merging the information technologies departments of the City of Hartford and the Hartford Public Schools. We serve all city departments and the school district consisting of 23,000+ students in grades preschool through grade 12 distributed across 50 schools and programs. There are approximately 6,000 staff members including teachers, principals/administrators/staff, and city employees served by MHIS.

The strategic mission of MHIS is to provide leadership, coordination, and support for the information technology and communication needs of the City of Hartford, the Hartford Public Schools, and the Hartford Public Libraries.

MHIS has established an internal Program Management Office to conduct consistent practices, procedures, and standardized documentation to initiate, plan, execute, monitor/control, and close the IT project load of the City. See Appendix I for available artifacts.

The MHIS PMO has assessed a need for assistance with current City projects.

2.2 SCOPE OF SERVICES

The City of Hartford is seeking Portfolio, Program, and Project management consulting and staff development services while applying lean programmatic outcomes from an organization staffed with Project Management professionals (PMP) certified by the Project Management Institute (PMI). "Lean" Programmatic outcomes increase operational efficiencies, reduce and eliminate waste in government and client agency processes.

The following is a list of services MHIS is looking to contract:

1. Portfolio Management Services
2. Program Management Services
3. Project Management Services
4. Project/Program Recovery Services
5. Assessment Services of current projects and programs
    a. Artifact review
    b. Stakeholder Identification
    c. Staff Interviews
    d. Findings and recommendations
    e. Applied lean programmatic outcomes
6. Staff Development/Mentoring for the MHIS Program Management Office

The contractor will furnish all necessary labor, materials, and supplies to provide the required services. Services are to include, but not be limited to those listed herein. The City of Hartford reserves the right to add or delete services throughout the term of the resulting agreement; changes to the contract will be negotiated at the time of request. The contract will then be modified, in writing, as mutually agreed upon.

2.3 Special Terms and Conditions:

Offerors are advised that all resultant contracts will be extended, with the authorization of the offeror, to other governmental jurisdictions and school divisions as may be interested. Should other entities decide to use the final contract, the contractor shall deal directly with that jurisdiction or political subdivision concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payments. The City of Hartford and Hartford Public Schools MHIS Department acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your offer.

It is the responsibility of the contractor to notify the jurisdictions and political subdivisions of the availability of the contract. Each participating jurisdiction and political subdivision has the option of executing a separate contract with the contractor. Such contracts may contain general terms and conditions unique to those jurisdictions and political subdivisions. If, when preparing a contract, the general terms and conditions of a jurisdiction or political subdivision are unacceptable to the contractor, the contractor may withdraw its extension of the award to that jurisdiction or political subdivision.

The COH will not be held liable for any costs or damages incurred by another jurisdiction or political subdivision as a result of any award extended to that jurisdiction or political subdivision by the contractor

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.

Responsiveness and compliance with the RFP requirements and conditions

Professional qualifications and References including affiliations, certifications and manufacturer relationships

Evaluation of the proposed service team

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.

2.4 FORM OF RESPONSE:

All submittals must include the following:

A. A resume of company accomplishments and abilities in the various fields involved in this project.

B. An outline of services to be rendered including delegation of responsibilities of key personnel.

C. Names of key personnel assigned for term of contract; a description (resume) of applicable background of these personnel.

D. A Commitment to give notice to the City any changes in key personnel as outlined in item C above, and City's option to reject such candidate.

E. Attach a list of comparable projects you have completed within the past four years giving the following information for each, as well as, a list of at least 5 Connecticut references.

Name of Company/Municipality
Address
Name and telephone number of contact person.
Project Scope.
Budgeted Project Cost and Final Project Cost (state reasons for any substantial difference)
# of students and schools supported

F. Hourly and per diem rates for consultant services in each discipline, as well as willingness to negotiate lump sum cost for all services if applicable.

G. Briefly describe your project and program management services if you were to receive the bid award. In your description, address project management methodologies; implementation team composition and skill sets (both from your company and those individuals you would need involved from our organization); projected schedule; and general approach.

You may include any additional information that demonstrates your qualification for this work.

END OF SECTION

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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3.14 **Contracting**
3.15 **Contract Documents**
3.16 **Retainage** *(Construction/Infrastructure projects only)*
3.17 **Insurance**
3.18 **Bid Bonds**
3.19 **Performance and Payment Bonds** *(Construction/Infrastructure projects only)*
3.20 **Prevailing Wages** *(Construction/Infrastructure projects only)*
3.21 **Subcontractors**
3.22 **Minority Business Utilization Commitment** *(Construction/Infrastructure projects only)*
3.23 **Set-Aside Program**
3.24 **City-Based Small Contractor Preference**
3.25 **Notice of Award**
3.26 **Performance Evaluation**

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.

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, for more information.

Certified checks will be returned to all unsuccessful Candidates upon the awarding of the contract. If your response is not accompanied by a bond, certified check or proof that a valid bond has been obtained at the RFR opening it may be rejected.

If you manage a ***small business*** and have difficulty obtaining bonds help is available from the Small Business Administration (SBA) through "The Surety Bond Guarantee Program. For more information go to www.sba.gov, choose "Services." Then select "Financial Assistance" and click on "Surety Bond."

3.19 PERFORMANCE BOND AND PAYMENT BOND *(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 <u>City Certification Required</u>

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 <u>Percentage of Work to be Performed</u>

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 <u>Minority Business Listing</u>

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 aggrievement directly or indirectly arising out of, related to or in connection with the Project and the work to be performed hereunder by the Provider, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The Provider shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation, including costs and attorneys fees. The provisions of this paragraph shall survive the expiration or early termination of the Contract and shall not be limited by reason of any insurance coverage.

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

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

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

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

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

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

4.17. **PERFORMANCE EVALUATION**: The Provider understands that during the course of and at the conclusion of the work that the City will evaluate its overall performance. Based on information gathered from the Managing Authority, the Procurement Manager will assess factors including, but not limited to, quality of work or service, completion record, job supervision, working relationship with other providers, bills for extras, organization, cooperation, worksite cleanliness, and compliance with City ordinances including W/MBE requirements. The Provider further understands and agrees that this record will be available for public scrutiny both in the project file and on the City's web site for a minimum of two years. The Provider will not contest the Procurement Manager's decision, which will be final.

4.18. **APPLICABLE LAW**: The Provider shall comply with and the Contract shall be construed in accordance with the laws regulations, ordinances and codes of the United States, the State of Connecticut, the Charter and Regulations of the City of Hartford. 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 accidence, $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 in 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.