

SECTION 3

GENERAL INFORMATION FOR PREPARATION AND DELIVERY OF A RESPONSE

Rev. 04/29/12

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 **(b. – e. applicable for construction/infrastructure projects only)**:

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

3.6.4 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 If requested, the successful contractor will be required to submit a Performance Bond and Payment (Labor & Material) Bond in the amount of 100% of contract award within 10 days of award if the contract value exceeds \$50,000. Said bonds shall be issued by an insurance company and said surety companies must be listed on the current Federal Register, licensed in the State of Connecticut with an underwriting limitation exceeding the value of the project with no more than 5% of capital in surplus tied to any one risk. Banks must have a branch office in Connecticut with insurance provided by the FDIC. The bonds must be signed by an officer of the company and of the surety company above their official titles and their corporate seals must be affixed over the signatures.

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

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

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

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

3.21 SUBCONTRACTORS: The 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 MWBE certificate with the City of Hartford at the time of response submission. Certifications by any other government entity shall not be sufficient to qualify the subcontractor to participate in the City of Hartford's minority business utilization preference program. In selecting its minority subcontractors, 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