

REQUEST FOR RESPONSE

PROJECT # 4979



Student Calculators

DEADLINE: 2:00 PM. TUESDAY, JANUARY 5, 2010

William Diaz
Principal Administrative Analyst



INVITATION

Dec 29, 2009

REQUEST FOR STUDENT CALCULATORS AND LCD PANELS		
RFR NUMBER	BIDNO	4979
DUE DATE	2:00 PM	JANUARY 5, 2010

Dear Sir/Madam:

The City of Hartford (the City) invites responses for **4979**.

This contract is for the purchase of (900) Texas Instrument TI-Nspire calculators and (15) Texas Instrument TI-Nspire viewscreen LCD panels. No substitutes will be accepted.

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

Businesses without Internet access equipment, may contact the Procurement Services Department at 860.757.9610 for any Request for Response (RFR) information, training and general assistance. We have a kiosk on site for vendor use.

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

Sincerely,

William Diaz
Principal Administrative Analyst

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Miscellaneous Services, Commodity & Equipment Purchases

This solicitation contains the following sections:

Invitation

Section 1 Response Forms

Section 2 Specifications / Scope of Services

Section 3 General Information For Preparing A Response - Revision 050809

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

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

http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp

SECTION 1.0

RESPONSE FORMS

Responses are to be delivered to:

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

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

Response Check List

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

- Response Signature form completed (Section 1.1)
- Response pricing completed (Section 1.2)
- Statement of Qualifications completed (Section 1.3)
- Certified by the City as an Equal Employment Opportunity Employer
(http://www.hartford.gov/human_relations/ohr2.0/MWBE_Certification.htm)
- Current in taxes and other fees owed to the City?
- Acknowledged Addenda (Section 1.1)
- Satisfy Living Wage requirements for service contracts where local labor pool is used
(<http://www.hartford.gov/purchasing/Documents.htm>)
- Bid bond
- The electronic files, from which you printed your hard copy proposal, are to be emailed to the buyer within one hour ***AFTER*** the deadline for submitting hard copy responses. See section 3.1 E

Electronic Bid Bonds

* If a bid bond is required and you choose to submit an electronic bid bond, please be advised that upon signing your bid with the digital signature you are also signing the Bid Bond. All legal obligations associated with the bid bond will be validated upon signing of the bid with the digital signature.

Bidder's EEO Status and Report

As a condition of doing business with the City the selected respondent must be certified by the City as an Equal Employment Opportunity Employer. Certifications must be renewed annually. If your firm is not currently certified you may obtain the required forms on-line at: <http://www.hartford.gov/purchasing/documents.htm> and submit completed forms with your response. To check the current status of your EEO certification contact the Office of Human Relations, 860.543.8595, fax 860.722.6486 or email: lmacruz@hartford.gov.

Response Summaries:

Response summaries will be available over the Internet, to those that responded, at http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp. This summary information will be available anytime after 5:00 PM on the opening date and time. Results will not be provided over the phone.

1.1 RESPONSE SIGNATURE FORM

Company Name -		
Address -		
Phone -	Fax -	Email -
Manager -		Fed ID#

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

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

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

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

Delivery / Initiate Services:		Calendar days after receipt of contract.	
Bid Security provided by	For electronic bonds enter bond number otherwise check the appropriate box	Electronic Bond #	
		<input type="checkbox"/> Bond (hard copy)	<input type="checkbox"/> Certified Check
EEO Certification Status (check one) See section 3.10		<input type="checkbox"/> Current and on file	<input type="checkbox"/> EEO form attached
PREP Participation - Indicate your agreement to provide the items and/or services specified in this solicitation to other PREP Entities (see Section 3.12)			Yes <input type="checkbox"/> No <input type="checkbox"/>
Insurance Agent Name -		Tel.-	
Submitted by -			
Printed name and title			Date

(Authorized Agent of Company)

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

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

1.2 RESPONSE PRICING

LUMP SUM		\$			
Lump Sum typed out		.			
UNIT PRICING					
<u>Line #</u>	<u>Qty</u>	<u>Product Codes (Mfg Model)</u>	<u>Description</u>	<u>Unit of meas</u>	<u>Total Cost</u>
<u>1</u>	900.00	TI-NSPIRE	SCIENTIFIC CALCULATOR	EACH	
<u>2</u>	15.00	T1-NSPIRE VSH	VIEWSCREEN LCD PANELS	EACH	
3	TOTAL COST				
Please include warranty information when submitting pricing.					

1.3 STATEMENT OF QUALIFICATIONS

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

a) Number of years in business - _____ DUNS Number: _____

b) Number of personnel employed Part time - _____, Full time - _____,

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

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

d) DAS CONTRACTOR PREQUALIFICATION	N/A
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e) ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)	<input type="checkbox"/> general partnership
	<input type="checkbox"/> limited partnership
	<input type="checkbox"/> limited liability corporation
	<input type="checkbox"/> limited liability partnership,
	<input type="checkbox"/> corporation doing business under a trade name
	<input type="checkbox"/> individual doing business under a trade name
	<input type="checkbox"/> other (specify)

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

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

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

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

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

All information should be supported with appropriate audited financials.

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

i) Taxpayer's Identification Number:

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

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

1.4. Reserved

1.5. Bidder's EEO Status and Report

As a condition of doing business with the City the selected respondent must be certified by the City as an Equal Employment Opportunity Employer. Certifications must be renewed annually. If your firm is not currently certified you may obtain the required forms on-line at: <http://www.hartford.gov/purchasing/documents.htm> and submit completed forms with your response. To check the current status of your EEO certification contact the Office of Human Relations, 860.543.8595, fax 860.722.6486 or email: LRuiz@hartford.gov.

SECTION 2 PROJECT SPECIFICATIONS

The following information should be of assistance in developing a proposal. If you have any questions, please contact the Procurement Services at 860.757.9610.

2.1 BACKGROUND

Contract is to provide the Harford Board of Education with (900) TI-NSPIRE calculators and (15) TI-NSPIRE Viewscreen LCD panels. Specifications are based on products from Texas Instruments.

SECTION 3

GENERAL INFORMATION FOR PREPARATION AND DELIVERY OF A RESPONSE

Rev. 050809

Definitions:

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

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

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

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

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

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

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

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

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

In the "specification offered" column type in:

a) "As specified"

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

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

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

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

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

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

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

For 3.1, C & D:

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

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

E. The electronic files, from which you printed your hard copy proposal, are to be emailed to the buyer identified at the bottom of the Invitation to Respond within one hour **AFTER** the deadline for submitting hard copy responses. Email transmission of these documents is not encrypted and locked so if you transmit this information before the hard copy response deadline it may be viewed prematurely. The City is not responsible for the confidentiality of information transmitted via fax, email or other electronic means.

You may convert Word documents to pdf files (in fact we would prefer this). Excel worksheets however may not be submitted as pdf files.

The purpose of submitting these files is to reduce duplicate data entry and shorten the time needed for City staff to create the response summary. These electronic files will not serve as a substitute for the hard copy response that must be submitted by the RFR deadline.

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

3.2 CORRECTION OR WITHDRAWAL OF RESPONSES, CANCELLATION OF AWARDS.

Correction or withdrawal of inadvertently erroneous bids, including corrections to pricing if the accurate price can be derived from the bid response submitted prior to the bid deadline, before or after award, or cancellation of awards of Contracts or Purchase Orders based on such mistakes, shall be permitted with the approval, in writing, of the Procurement Manager.

3.3 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 points 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.

3.4 QUESTIONS & ADDENDA: Supplementary information, if issued, will be placed on the State of Connecticut, DAS website http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp. Candidates are responsible for obtaining all addenda related to this RFR. Candidates are advised to check for any addenda a minimum of twenty-four hours in advance of the response deadline.

Questions related to this project must be received in writing 72 hours in advance of the response submittal deadline. We strongly recommend that prospective Candidates review specifications early in the solicitation process and submit all questions at one time. Written questions are to be sent to the buyer whose name appears on the invitation via email.

Responses shall be in writing, posted, in the form of an addendum on the State of Connecticut, DAS website http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp.

All communications related to this project are to be directed through the Department managing the RFR. This is the Department listed for receipt of responses in Section 1.0. In most cases this will be the Procurement Services Department. *Candidates found to be communicating with City or School staff outside of Procurement Services (or the Department indicated in Section 1.0) will have their response rejected.* The City of Hartford, the Public Schools, or its agents shall not be responsible for any oral instructions or interpretations given to a Candidate.

3.5 CRITERIA FOR AWARD: This Request for Response (RFR) does not necessarily contemplate an award based solely on price. Rather, the City reserves its rights to accept or reject any or all responses or any portion thereof that it may determine to be in its own best interests, for whatever reason.

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

If this RFR is set-aside for award to a small, minority or women owned business enterprise you must receive certification prior to submission of bid response. This program is described in Sec. 2-660 of the Hartford Municipal Code and can be found at:

<http://www.hartford.gov/purchasing/Documents.htm>. Qualified business, not currently certified, may obtain application forms from:

http://www.hartford.gov/human_relations/ohr2.0/MWBE%20Certification.htm.

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

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

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

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

Unless otherwise indicated the duration of the Contract will be one (1) year. Further, Contract terms may be negotiated on award anniversaries. City Ordinance Sec 2-588 (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.

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

3.10 REQUIRED FORMS:

a) Candidate's EEO Report: As a condition of doing business with the City the selected respondent must be certified by the City as an Equal Employment Opportunity Employer. Certifications must be renewed annually. If your firm is not currently certified you may download and complete the required forms from: <http://www.hartford.gov/purchasing/documents.htm>. Submit completed forms with your response. To check the current status of your EEO certification contact the Office of Human Relations, 860.757.9785, fax 860.722.6486 or email: lmacruz@hartford.gov.

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

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

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

3.12 PARTICIPATION IN THE EMERGENCY RESPONSE PROGRAM: The City is a participant in the PREP (Procurement Response & Emergency Preparedness) program established by the National Institute of Government Purchasing (NIGP) and has agreed to provide aid to Norfolk, Virginia and other government agencies in the event of a declared emergency or disaster. Respondents are advised that the goods/services contracted for as a result of this solicitation may be called upon by member PREP entities at times of declared emergencies or disasters. Indicate on the Response Form if you agree to honor the terms and conditions of the resulting contract (with the exception of shipping) for the named PREP agency(ies) above. Shipping arrangements will be coordinated directly with the PREP Entity that has declared an emergency and will be F.O.B. Destination, Freight Prepaid.

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

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

Burden of proving a product and/or material as equal to a specific product and/or material by brand name is the responsibility of the Provider.

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

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

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

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

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

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

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

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

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

END OF SECTION

SECTION 4
TERMS AND CONDITIONS
FOR
MISCELLANEOUS SERVICES AND OTHER PURCHASES

Rev. 050809, Doc. #1002

4.1. **SCOPE OF SERVICES:**

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:** Any equipment or item furnished is to be new, unused and currently in production. All accessories and services necessary for proper functioning on delivery are assumed to be included in the Contract though not specifically mentioned. All assemblies, sub-assemblies and component parts for all equipment or items specified are to be standard and interchangeable.
- 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:** Rejected, items, commodities and/or work must be removed by the Provider from City of Hartford premises within 48 hours at the Provider's expense. Immediate removal may be required when safety or health issues are present.
- 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 Provider, its successors or assigns, in the performance or observance of any of the covenants, conditions or agreements on the part of the Provider 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 Provider'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 Provider'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 Provider a bankrupt or insolvent or approving as properly filed a petition seeking reorganization, readjustment, arrangement, composition or similar relief for the Provider under the federal bankruptcy laws, or any other similar applicable federal or state law; or

If any competent authority shall have determined that the Provider 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 Provider 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**: The City and/or Provider shall not be in default if either is unable to fulfill, or is delayed in fulfilling, any of its respective obligations hereunder in spite of its employment of best efforts and due diligence, as a result of natural disasters, unusually severe weather, catastrophic events, war, governmental preemption in a national emergency, enactment of or change in law, rule or regulation which adversely affect the City and/or Provider's ability to perform its respective obligations under the Contract. If the City and/or Provider believe that a hindrance or delay has occurred, it shall give prompt written notice to the other Party of the nature of such hindrance or delay, its effect and the action needed to avoid the continuation of such hindrance or delay. Notwithstanding notification of a claim of hindrance or delay by the City and/or Provider, such request shall not affect, impair or excuse the other Party to the Contract from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive.

If a Force Majeure effects the use of property or equipment for which lease payments are being made then those payments will be waived until their use has been restored. Waived payments will not be subject to interest penalties or other fees.

Changes in the economics of the Contract or changes in Provider's economic condition shall not constitute a Force Majeure excusing Provider's performance under the Contract.

- 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 Provider 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 Provider 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 Provider 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 Provider 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 Provider 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 Provider shall incorporate, or cause to be incorporated, this provision in any and all subcontracts entered into pursuant to the Contract. The Provider 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**: Portions of this work may be subcontracted, provided that: The City shall give prior approval to such subcontract in writing.

All of the terms, covenants, conditions and provisions of the Contract shall have been incorporated in such subcontract(s) and the subcontractor(s) shall agree in writing to assume, perform and be bound by the Contract and all the terms, covenants, conditions and provisions hereof.

The City shall not be liable for payment of any wages, materials, or other expenses of any subcontractors.

- 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**: The City shall have the right to inspect Provider's work at all reasonable times. This right of inspection is solely for the benefit of the City and does not transfer to the City the responsibility for discovering patent and latent defects. The Provider has the sole and exclusive responsibility for delivering in accordance with the specifications, schedules and approved plans.
- 4.32. **SAFEGUARDING OF FUNDS**: In the event that the City provides the Provider with a cash advance or makes a lump sum payment, the Provider shall deposit all project funds in a Hartford financial institution with adequate FDIC or FSLIC coverage, and the balance exceeding the FDIC coverage shall be secure. Such security shall be satisfactory to the City. Consistent with the goal of expanding opportunities for Minority Business Enterprises, the Provider is encouraged to use minority banks where possible.
- 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**: Provider shall fully indemnify, save harmless and protect the City, the City's agents, and agents and employees of all of them against any loss, claim, liability, damage or expense resulting directly or indirectly from patent infringement claims arising out of Provider's performance.
- 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 an 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:** Provider warrants for itself, its subcontractors and its suppliers, that services performed shall conform to the requirements of the Contract and shall be accomplished in a workmanlike manner and, unless otherwise specified, in accordance with generally recognized and adequate practices and standards. If any services do not conform in all respects or are defective in any respect, and the City notifies Provider within a reasonable time after discovery thereof, Provider, at its sole expense, promptly shall correct such non-conformity or defect. This obligation of Provider to correct non-conforming or defective services shall continue for one year after final completion of services. All warranties herein shall be assignable to any customer of the City or agent thereof intended to benefit from such services. These warranties shall survive any termination of the Contract and any acceptance or payment by the City and shall be in addition to any remedies provided by applicable law.

Provider warrants that the merchandise supplied hereunder will be of good workmanship and material, free from defects and in accordance with specifications and if the intended use thereof has been made known to vendor that it is adequate for that intended use.

Provider warrants that all goods and services furnished hereunder will be designed, constructed and performed so as to comply with the Williams-Steiger Occupational Safety and Health Act of 1970, as amended from time to time, and the rules, regulations and standards issued there under by any applicable governmental authority which as of the date of the Contract will apply to the goods and services furnished hereunder.

- 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:** Provider must adhere to established security and/or property entrance

policies and procedures established for each City location. It is the responsibility of the Provider to understand and adhere to those policies and procedures prior to any attempt to enter the premises.

- 4.43. **HAZARDOUS WASTE**: In the event that the specified work involves the handling of hazardous waste and associated insurance coverages are not identified elsewhere in the bid documents, the Provider's insurance policy must provide Pollution Liability coverage as described in Section 4.4 Insurance Requirements.

Title to all Waste accepted by the Provider from City for transport and disposal by the Provider shall pass directly from the City to the Provider at the time of such acceptance. Appropriate documents so signifying shall be signed by a representative of the Provider. Under no circumstances shall title to such accepted Wastes be deemed to be held by the City.

The Provider warrants that it understands the currently known hazards and suspected hazards that are presented to persons, property, and the environment by the transport, treatment, and disposal of Wastes. The Provider further warrants that it will perform all services under the Contract in a Safe, efficient, and lawful manner using industry-accepted practices and procedures, and in full compliance with all applicable State and Federal laws and regulations.

- 4.44. **NOTIFICATION**: Reserve
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END OF SECTION