

Company Name - _____
(Fill in if responding off-line)

REQUEST FOR RESPONSE

PROJECT #4076



Moving Services

DEADLINE: 2:00:00 PM EDT, Jun 7, 2007

Bruce Buff
Administrative Support

Dear Sir/Madam:

The City of Hartford is seeking proposals for on-demand moving of personal effects of evicted tenants, and an option to include the storage of personal effects of evicted tenants. Additionally, a proposal is being solicited to move voting machines from storage to polling places, and return to storage after elections are complete.

RFR DOCUMENTS (if not attached) are available upon receipt of this invitation over the Internet at <http://www.RFPdepot.com>. Note: If you have received this document without use of the City's RFP Depot website you must still sign onto the site in order to receive updated information, participate in the discussion board and respond (see Section 3.1A, F and 3.2). 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 860.522.4888 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, sign and return (SEE SECTION 3) the complete document, along with your detailed proposal, to the City Of Hartford Procurement Services Department by the due date.

Sincerely,

Bruce Buff

Companies interested in doing business with the City are able to register and maintain their registration via the Internet at: <http://www.RFPdepot.com>.

Table of Contents

Miscellaneous Services

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 022406

Section 4 Contract Terms and Conditions for Miscellaneous Services - Revision 122206

Exhibits (If referenced in Section 2)

Bid 4076 Moving Services

Bid Number	4076
Bid Title	Moving Services
Bid Start Date	May 21, 2007 2:56:37 PM EDT
Bid End Date	Jun 7, 2007 2:00:00 PM EDT
Question & Answer End Date	Jun 5, 2007 3:30:00 PM EDT
Bid Contact	Bruce Buff Administrative Support 860-757-9604 BUFFB001@hartford.gov
Contract Duration	3 years
Contract Renewal	1 annual renewal
Prices Good for	60 days
Standard Disclaimer	Section 1.1 referred to in the documents is generated when the "Place Offer" button is clicked and the respondent supplies pricing as appropriate. Note that some RFRs may be a request for information only and will not have a place to insert pricing.
Bid Comments	Note that Procurement Office is located in Room 100 on the first floor. The City of Hartford is requesting proposals for on-demand moving services for personal effects of evicted tenants, an option to store the effects, and for a proposal to move voting machines.

Item Response Form

Item	4076-1-01 - On-Demand Moving Services for personal effects of evicted tenants
Quantity	1 each
Unit Price	<input style="width: 150px; height: 20px;" type="text"/>
Delivery Location	City of Hartford <u>Public Works, Administration</u> 525 Main Street Hartford CT 06103 Qty 1
Description	On-demand moving services for moving personal effects of evicted tenants.

Item	4076-1-02 - Moving and Storage of personal effects of evicted tenants
Quantity	1 each
Unit Price	<input style="width: 150px; height: 20px;" type="text"/>
Delivery Location	City of Hartford <u>Public Works, Administration</u> 525 Main Street Hartford CT 06103

Qty 1

Description

Total moving and storage, at Contractor's facility, of personal effects of evicted tenants.

Item	4076-1-03 - Moving services for voting machines
Quantity	1 each
Unit Price	
Delivery Location	City of Hartford <u>02 - Multiple Locations</u> See line items for details Hartford CT 06103 Qty 1

Description

Moving services of voting machines for the Registrar of Voters. Include cost of picking-up voting machines from storage, transportating to polling spots, and return to storage after elections are complete.

SECTION 1.0

RESPONSE FORMS

NOTE: *When bidding electronically you will supply the necessary pricing when you click the "Place Offer" button located at the bottom of the main bid page. Please complete all other information on this form. This information will be saved on the system so that you will not have to fill it out again for future bids. You will, however, be able to modify information as necessary.* Section 1.1 referred to in the documents is generated when the "Place Offer" button is clicked and the respondent supplies pricing as appropriate. In addition to a Lump Sum or Base Bid this pricing section may also have Alternates and/or Unit pricing.

If you need assistance call (800) 990-9339 and ask for vendor support.

Electronic Bid Bonds

If a bond is required (it will be called for in the Invitation to Bid) 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.

Response Summaries:

Response summaries will be available over the Internet at <http://www.rfpdepot.com>. This summary information will be available by logging on to RFP Depot anytime after the opening date and time. Any bids received off-line before the deadline will be added to the on-line response summary by 5:00 PM on the day after the RFR opening.

Results will not be provided over the phone.

1.0 RESPONSE FORMS[\[Comment1\]](#)

Candidate 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 additionally declares that they are not debarred or suspended, or otherwise excluded from, or ineligible for, participation in 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:		<input type="text"/>	calendar days after receipt of contract.				
Bond security information if required in the Invitation to Respond							
Bid Security provided by	Surety 2000	For electronic bonds enter bond number	<input type="checkbox"/>	Bond	<input type="checkbox"/>	Certified Check	
	<input type="text"/>		<input type="checkbox"/>		<input type="checkbox"/>		
EEO Certification Status (check one)		<input type="checkbox"/>	Current and on file		<input type="checkbox"/>	EEO form attached	
DAS Prequalified Contractor? (if required in the Construction Contract Summary sheet)		<input type="checkbox"/>	Prequalification Certificate attached		<input type="checkbox"/>	Update Statement attached	
Insurance Agency Name -		_____		Tel. -	_____		
Agency Address -		_____					
Submitted by -	* _____				_____		
Authorized Agent of Company (name and title)					Date		
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 #	<input type="text"/>	Dated	<input type="text"/>	Addendum #	<input type="text"/>	Dated	<input type="text"/>
Addendum #	<input type="text"/>	Dated	<input type="text"/>	Addendum #	<input type="text"/>	Dated	<input type="text"/>

1.1 RESPONSE PRICING

Base or Lump Sum Bid and, if called for in the documents Alternates and Unit Pricing

NOTE: Some Requests for Response (RFR) will be informational only and no pricing will be required.

If submitting your response electronically this Section (Section 1.1) is generated when the "Place Offer" button is clicked and the respondent supplies pricing as appropriate. In addition to a Lump Sum or Base Bid this pricing section may also have Alternates and/or Unit pricing.

If you need assistance call (800) 990-9339 and ask for vendor support.

1.2 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.

1. Number of years in business -

2. Number of personnel employed: Pt. time - , Full - ,

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

Project	Date	Contact Person	Phone No.
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

4. Has your firm had any bond claims in the last ten years? If so provide details.

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

Project	Date	Brought By	Bonding Company	Current Status	\$ Value of Claim
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

6. Has your firm changed bond companies at any time in the last ten years? If so, at whose request?

7. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)	<input type="radio"/>	general partnership		
	<input type="radio"/>	limited partnership		
	<input type="radio"/>	limited liability corporation		
	<input type="radio"/>	limited liability partnership,		
	<input type="radio"/>	corporation doing business under a trade name		
	<input type="radio"/>	individual doing business under a trade name		
	<input type="radio"/>	other (specify)		
8. 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	Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?		Yes	No
			<input type="radio"/>	<input type="radio"/>
	Out-of -State corporations - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)		Yes	No
			<input type="radio"/>	<input type="radio"/>
9. 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.

10. 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)

11. SUBCONTRACTORS: If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE

12. 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 bid request.

END OF SECTION

SECTION 2 - PROJECT SPECIFICATIONS

1.0 SCOPE OF SERVICES: Contract Moving Services. **2.0 Department of Public Works – Moving Personal Effects of Evicted Tenants.**

The City of Hartford participates in an average of 22 to 25 scheduled evictions per month. The City is interested in retaining the services of a private moving and storage company (contractor) to respond to and manage these evictions on an "as-needed" basis. The sheriff's office is responsible for moving the possessions of the persons being evicted to the curb. The contractor will provide the following:

- 2.1 Respond to all scheduled residential evictions in a timely manner (either on the same day as requested, or within 24 hours). In the event that an eviction is canceled within twelve hours of its scheduled time the contractor will be entitled to a flat fee as bid.
- 2.2 Provide adequate equipment and manpower to provide the service. The Contractor should have the capability of responding to at least one pick-up per hour, and six (6) pick-ups per day.
- 2.3 Evictions: remove all items from the sidewalk, street or driveway.
- 2.4 Keep accurate records of all evictions handled. Inventory all items prior to placing in trucks, noting any damaged items. A copy of the inventory sheet must be submitted to the DPW at the designated warehouse location at the time the items are delivered.
- 2.5 Transport to the City of Hartford Public Works Storage Facility at 40 Jennings Road in Hartford.
- 2.6 Service shall normally be required Monday through Friday, from 7:15 A.M. – 2:45 P.M.
- 2.7 In the case of potential hazardous materials, the Health Department does have the right to condemn such materials.

As an option to the above scope, please provide the following-described storage efforts:

In addition to steps 2.1 through 2.5 above,

- 2.6 Store goods for the period of time required by law (currently 15 days).
- 2.7 Remove items from storage when arrangements have been made by the owner
And authorized by the City within the period of time described in the immediately preceding paragraph.

3.0 Registrar of Voters – Moving Voting Machines

At the request of the Registrar of Voters, voting machines shall be picked-up from their storage area in City Hall (550 Main Street), transported to polling places and returned to storage after elections are complete. During a typical year, there could be as many as three (3) elections. There are 23 polling places and the following represents a list of items to be transported to each polling place: (the number of items could fluctuate based on the demand for voting equipment at each location, and on the type of election being conducted):

- An election equipment storage container – 64” wide x 26” deep x 66” high with a maximum capacity of 1,400 pounds.
- A fluctuating number of suit case size electronic voting machines.

- Additional equipment, including special needs voting equipment, ballot boxes, etc.
- Several tables.

At a minimum, the Contractor must provide the following requirements:

- 3.1 Adequate equipment and manpower to provide the service
- 3.2 The Contractor shall be liable for any damage to voting machines while they are under the Contractor's responsibility. Any damage to the voting machines shall be reported immediately to the Registrar of Voters.
- 3.3 Service can be requested Monday through Friday during normal working hours, on Saturdays, evenings or perhaps on Holidays.(actual hours to be coordinated with the Registrar of Voters).

The following must be provided as part of your proposal:

A. A clear delineation of experience in moving and storage, including number of years in the business, especially in performing such functions as outlined in the Scope of Services.

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

C. A list of equipment available, describing truck size, and specific moving equipment available.

D. A description of storage facilities to be used, for the option.

F. A list of comparable work performed/completed within the past four years giving the following information for each.

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)

G. Based on the fluctuating requirements described above, a per hour rate should be proposed.

SPECIAL NOTES ON RESPONDING

TRAINING ON ON-LINE RESPONSE and use of the RFP Depot Network will be available to anyone interested. Arrangements may be made by calling (800) 990-9339 and asking for vendor support. Training can also be scheduled by contacting the Buyer for this project, identified in the Invitation to Respond. Generally training sessions are scheduled immediately after a pre-bid conference if one is scheduled.

ADDENDA: **Responders are responsible for ensuring that they have viewed all addenda and any questions and corresponding answers posted at <http://www.rfpdepot.com/>.** We strongly suggest that you check for any addenda and answered questions a minimum of twenty-four hours in advance of the response deadline.

QUESTIONS related to this project must be received in writing (preferably using the Question and Answer functionality at <http://www.rfpdepot.com/>) 72 hours in advance of the response submittal deadline or as otherwise indicated on RFP Depot.. We strongly recommend that prospective responders review specifications early in the solicitation process and submit all questions at one time.

RESPONSES: See section 3 for information on delivering a response.

RESPONSE SUMMARIES will be available over the Internet at <http://www.RFPdepot.com>. This summary information will be updated to include responses that were delivered off-line by 5:00 PM on the day of the RFR opening. **RFR results will not be provided over the phone.**

AWARD NOTIFICATION will be issued by e-mail through <http://www.rfpdepot.com/>.

BUSINESSES WITHOUT INTERNET ACCESS may:

- | Use computers available to the public at most libraries. If needed, library staff are available to assist in the use of computers.
- | Use a computer that has been setup for this purpose in the Procurement Services Department. Call us at 860.757.9610 to let us know you will be coming in.

SECTION 3

GENERAL INFORMATION FOR PREPARATION AND DELIVERY OF A RESPONSE FOR MISCELLANEOUS SERVICES AND OTHER PURCHASES

Rev. 022406

Note: The terms "Bid" or "Proposals" 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). The term "Candidate" refers to an individual or company who has submitted a response to a solicitation.

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

A. The City prefers, when ever possible, to receive electronic responses through RFP Depot as it makes preparing and distributing response summary information and the award process much more efficient. The City may choose to reject off-line responses submitted by Candidates who have internet access. Responses submitted on-line will prevail if discrepancies are discovered in follow up hard copies delivered to the Procurement Services office.

B. If this request has a "Specification Offered" column opposite the specifications complete as follows: In the "specification offered" column write 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 **if requested in the Invitation to Bid** must accompany your response in the amount indicated. Certified checks will be returned to all unsuccessful Candidates upon the awarding of the contract. If your proposal is not accompanied by a bond or check at the bid opening it may be rejected.

D. The successful firm 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 capitol in surplus tied to any one risk.

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

E. **If submitting hard copy responses** (for responses using the internet see section E below) return all response forms, bond (if required), and any informational literature (**six copies**) to Hartford City Hall, Procurement Services, 550 Main Street, Hartford, Ct. 06103. 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. We will open the response upon receipt if this information is not provided on the face of the envelope. In this case Procurement Services cannot be held responsible for the confidentiality of the response.

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

F. Responses delivered electronically. Submitting responses on-line avoids many of the traditional hassles such as traffic jams, no parking or receipt verification. It also speeds the delivery of two-way information. In using this tool Candidates are accepting the following understandings, qualifications and limitations:

1. As with traditional, hard copy bidding, do not wait until the due day to begin to prepare your response. When you click "Place Offer" for each line item and submit a response, your information is confidentially stored until the bid opening date and time. No one has access to it, including the City. You can change your information anytime up until the bid opening.

Preparing your response early also helps avoid issues related to your 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. The City assumes no liability in the event that a Candidate's electronic transmission is not received by the City in a timely fashion, or is not received either in its entirety or error-free.

2. The City is not responsible for the confidentiality of information transmitted via fax, email or other electronic means. Candidates can best protect the confidentiality of their electronic submission by using the secure server services available through RFP Depot.com and protecting their password(s).

3. If you choose to supply any glossy marketing material or other informational literature that would not produce well on a black and white printer please mail (**six copies**) to the address in (E) above.

4. Responses transmitted electronically which have a bond requirement are subject to the same submittal requirements as those responses delivered via traditional means, such as mail or hand delivery, or as otherwise stipulated by appropriate authority.

5. RFP Depot.com has no affiliation with the City of Hartford other than as a supplier that facilitates electronic communication between the City and its suppliers. RFP Depot is an independent entity and is not an agent or representative of the City. Communications to RFP Depot do not constitute communications to the City, until such time as such communications have been delivered to the City. On-line submission of documents confers no special status on vendors who use such means of communication.

3.2 TRANSACTION FEE: The City uses RFP Depot to manage its complete contracting process including department requisitioning, solicitations, purchase orders and contracts. The cost of maintaining this service is covered by a transaction fee paid by the vendor that receives business from the City, as a result of this solicitation (it does not cost anything to submit a response to a solicitation). This fee* is one percent (1%) of the total transactions generated by the award, unless stated otherwise in the RFR document, and is paid directly to RFP Depot. The maximum fee from any single contract award is capped at \$10,000. **To assure that all Candidates are treated equally, the fee will be payable whether the bid/proposal is submitted electronically, or by traditional means.** Refer to www.rfpdepot.com for payment terms and further information.

*Note: This fee does not apply to Non-Profit companies who receive grant awards from the City.

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. Actual quantities may vary and will be identified on individual purchase orders issued by the requesting city entity.

3.4 QUESTIONS & ADDENDA: Bidders are responsible for obtaining all addenda and viewing all questions and answers related to this RFR.

Addenda information is available over the Internet at <http://www.rfpdepot.com/>. It is the Bidder's

responsibility to ensure that they have all Addenda issued. Bidders are advised to check for any Addenda a minimum of twenty-four hours in advance of the bid deadline.

Questions related to this project must be received in writing (preferably using the Question and Answer functionality at <http://www.rfpdepot.com/>) 72 hours in advance of the response submittal deadline. We strongly recommend that prospective bidders review specifications early in the solicitation process and submit all questions at one time. Written questions may also be sent to the buyer whose name appears on the invitation via email, fax or letter.

Responses shall be in writing, and will be posted using the Question and Answer functionality associated with the project at <http://www.rfpdepot.com/>. Answers may also be distributed in the form of an Addendum.

All communications related to this project are to be directed through the Procurement Services Department. The City of Hartford, or its agents shall not be responsible for any oral instructions or interpretations given to a Bidder.

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.

The City of Hartford reserves the right to correct inaccurate awards. This may include, in extreme circumstances, revoking the awarding of a contract already made to a Candidate and subsequently awarding the contract to another Candidate.

Such action on the part of the City of Hartford shall not constitute a breach of contract on the part of the City of Hartford since the contract with the initial Candidate is deemed to be void and of no effect as if no contract ever existed between the City of Hartford and such Candidate.

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.

3.7 THE REQUEST FOR RESPONSE (RFR) PROCESS: Solicitations are advertised as required by law. The City may also mail invitations to businesses as it deems appropriate. Placement on a vendor mailing 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 Purchasing Agent 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: A. 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 bid will supersede any inconsistent provision of the bidding documents. If the Candidate receiving a full or partial award (the Contractor) 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 Contractor.

B. 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 obligations 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.

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 obtain the required forms on-line through RFP Depot or 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: <mailto:LRuiz@hartford.gov>.

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 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.

3.13 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 contractor.

Final determination as to what is an "or equal" product will be made by the Purchasing 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.

3.14 SAMPLES:

a) Accepted proposal 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.

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

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

3.16 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.

Unless otherwise indicated the duration of the Contract will be one (1) year. Further, this contract may be renewed, expanded and extended at the option of the City in one (1) year increments for up to four (4) additional periods provided that the funds are available, approved by the City for this purpose and that the Contractor has established a satisfactory performance record. Revisions in terms to be negotiated on award anniversaries.

Notwithstanding the failure of City to exercise any option to renew this contract for an additional year, the Contract Administrator 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.

END OF SECTION

SECTION 4

TERMS AND CONDITIONS FOR MISCELLANEOUS SERVICES AND OTHER PURCHASES

Rev. 122206, Doc. #1002

1. **SCOPE OF SERVICES:**

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

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

3. **COMPENSATION:** - Reserve

- **MANAGEMENT:** - Reserve

4. **INTENT:** It is the intent of this 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 this Contract. All persons engaged in the work required under this Contract shall be authorized or permitted under State law and the ordinances of the City to perform such services, as required by law.

5. **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.
6. **INSURANCE REQUIREMENTS:** A certificate of insurance must be presented to the City in order for this 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, attached as Exhibit B.
7. **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 this 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 this 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.
8. **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 this Contract though not specifically mentioned. All assemblies, sub-assemblies and component parts for all equipment or items specified are to be standard and interchangeable.
9. **ASSIGNMENT:** The Provider shall not assign or subcontract this 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 this Contract to which Provider is bound.
10. **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.
11. **DEFAULT:** Any of the following occurrences or acts shall constitute an Event of Default under this Contract:
 - a. 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 this Contract; or

b. 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 this contract; or

c. 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

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

e. 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 this Contract. Default shall be considered to have occurred when a monthly payment required by a repayment agreement is thirty (30) or more days late.

12. **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 this 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 this 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 this Contract or changes in Provider's economic condition shall not constitute a Force Majeure excusing Contractor's performance under this Contract.

13. **PROTECTION AGAINST ACCIDENTS:** On contracts, in the performance of which accidents or injuries may happen to the person or property of another, the Provider shall place and maintain proper guards for the prevention of accidents. Prevention efforts are to, at minimum, meet OSHA standards.
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 this Contract against any such agent, officer or employee.
- a. The Provider will indemnify the City for any damages or costs to which it may be put by reason of injury to the person or property of another resulting from the performance, non-performance, negligence or carelessness in the performance of the contract or in failure to comply with any provisions of the contract.
- b. The Provider expressly agrees to at all times indemnify, defend and save harmless the City of Hartford and its respective officers, agents, and employees on account of any and all demands, claims, damages, losses, infringement of patent rights, litigation, financial costs

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

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 this Contract, and the Provider covenants that no person having such interest shall be employed in the performance of this Contract.

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

The Contractor agrees to abide by the provisions of Section 2-679 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 this Contract. The Contractor agrees to abide by the terms and conditions contained in the City of Hartford's Bidder's EEO Report.

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.
18. **APPLICABLE LAW:** This Contract shall be construed in accordance with the laws of 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>.
19. **COMPLIANCE WITH LAW:** The Provider shall comply with all applicable laws, regulation, ordinances and codes of the United States, the State of Connecticut and the City of Hartford, and shall commit no trespass on any private property in performing any of the work embraced by this Contract.
20. **MEDIATION AND ARBITRATION:** In the event a dispute arises out of or relates to this

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 this 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.

21. **ACTION AGAINST THE CITY:** No action shall lie or be maintained against the City by the Provider or anyone claiming under the Provider upon any claim arising out of or based upon this contract or by reason of any act or omission or requirement of the City or its agents, unless such action shall be commenced within six months after the expiration of the contract period stipulated herein; but in the event that this contract is terminated by the Procurement Manager, pursuant to Paragraph 4.6 of this contract, such action shall be commenced within six months after the date of such termination by the Procurement Manager. Action to recover any monies required to be retained on this contract for a specified period shall be commenced within six months after such monies become due and payable under the terms of this contract.
22. **NO ESTOPPEL:** Neither the City, the Director of Finance, the Treasurer, nor the Procurement Manager, shall be precluded or estopped from showing at any time either before or after the complete performance of the contract and the last payment thereunder, the actual quantity and nature of the supplies delivered by the Provider, or any other person under the contract; or from showing at any time that any certificate upon which payment is made for any or all of the said supplies is untrue, and/or that the supplies or any part thereof delivered by the Provider do not conform to the specifications, The City shall, in such case, have the right to demand and recover from the Provider such damages as it may suffer by reason of its failure, to comply with the contract notwithstanding any certificate signed by the Procurement Manager or any other official of the City , or of payments made for any or all of the supplies delivered and accepted.
23. **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 this Contract.
24. **CONFLICTING TERMS:** The terms and conditions of the contract signed upon award of the bid will supersede any inconsistent provisions of the bidding documents.
25. **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.
26. **SUCCESSORS & ASSIGNS:** The City and the Provider each binds itself and its successors and assigns with respect to all covenants of this Contract. The Provider shall not assign or transfer any interest in this Contract without the prior written approval of the City.
27. **INVALID PROVISIONS:** If any provision of this Contract is held invalid, the balance of the provisions of this 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.
28. **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 this Contract.

29. **INDEPENDENT PROVIDER**: Provider, including its' employees, is an independent Provider and shall not be regarded as an employee or agent of the City.
30. **SUBCONTRACTORS**: Portions of this work may be subcontracted, provided that:
- a. The City shall give prior approval to such subcontract in writing.
 - b. All of the terms, covenants, conditions and provisions of this Contract shall have been incorporated in such subcontract(s) and the subcontractor(s) shall have agreed in writing to assume, perform and be bound by this Contract and all the terms, covenants, conditions and provisions hereof.
 - c. The City shall not be liable for payment of any wages, materials, or other expenses of any subcontractors.
31. **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 this Contract. The Provider agrees that all records with respect to all matters covered by this Contract shall be maintained during the term of this Contract, and for a minimum of three years following termination, including any renewal or extension.
32. **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 this Contract.
33. **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.
34. **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.
35. **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.
36. **ADVERTISING**: Providers may not reference sales to the City of Hartford for advertising and promotional purposes without the prior approval of Procurement Services.
37. **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.
38. **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.
39. **DELIVERY AND INVOICING**: City's order number must be shown on all packages, invoices and correspondence. I

If services include the shipment of equipment, items or commodities -

- a. Invoice and bill of lading or other notice containing complete shipping information must be mailed at time of shipment.
- b. Delivery will be inside, FOB Hartford unless otherwise stated in the specifications.
40. **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 this 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.
41. **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 this 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.
42. **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 2-548(a)(4) 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.
43. **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 this 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 this Contract will apply to the goods and services furnished hereunder.

44. **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.
45. **ASSIGNMENT OF ANTITRUST CLAIMS:** The Provider offers and agrees to assign to the City of Hartford all of its right, title and interest in and to any and all actions or causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Chapter 624 of the Connecticut General Statutes, arising out of the purchase of services, goods, property or intangibles of any kind pursuant to a purchase order, contract, subcontract or other form of public purchase by the City of Hartford. This assignment shall be made and become effective upon award or acceptance by the City of Hartford of the bid, purchase order or contract with the Provider without requiring any additional or further act or acknowledgment by the parties.
- The Provider shall include the terms of this assignment to the City of Hartford in any contract, Contract or purchase document that it may enter into for services, goods, property or intangibles used for or incorporated into any work or materials, performed for or provided to the City of Hartford for the Work.
46. **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.
47. **LIQUIDATED DAMAGES:** Time is of the essence. Provisions of a final agreement must be completed by the dates indicated. Liquidated damages will be computed from costs incurred and/or revenues lost as a result of missing this deadline.
48. **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 this 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.

49. **NOTIFICATION:** All notices of any nature referred to in this Contract shall be in writing and sent to:

As to the City:

Mark C. Turcotte, Procurement Manager
City of Hartford, Procurement Services
550 Main Street
Hartford, CT. 06103

As to the Provider:

END OF SECTION