

Company Name - _____

REQUEST FOR RESPONSE

PROJECT # 4992



DEADLINE: 2:00 PM, April 27, 2010

Susan Sheppard
Principal Administrative Analyst



INVITATION

April 9, 2010

REQUEST FOR Pest Control Services (SC)		
RFB NUMBER	<u>BIDNO</u>	4992
DUE DATE	2:00 PM	April 27, 2010

Dear Sir/Madam:

The City of Hartford (the City) invites responses for **Pest Control Services for Hartford Public School and City of Hartford Locations** .

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,

Susan Sheppard
Principal Administrative Analyst
smsheppard@hartford.gov

Table of Contents

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

Exhibits (If referenced in Section 2)

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>)
- 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
- City Small Contractor Certification

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, 860.757.9789, 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.	
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"/>
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 SHEET

- **Pest Control Services Part I – HPS Locations**

City of Hartford

Request for Bid

BID #

OFFICE OF PROCUREMENT SERVICES
550 MAIN STREET - ROOM 100
HARTFORD, CT 06103

BIDS FOR ITEMS DESCRIBED WILL BE TAKEN UNTIL: TIME: 10:00AM DATE: 27-Apr-10

FOR ADDITIONAL INFORMATION CONTACT:
Susan Sheppard (860) 757-9616

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXT. PRICE
	TERM CONTRACT: Pest Control Services Hartford Public Schools (HPS) (SC) as needed for the period beginning July 1, 2010 through June 30, 2011. Quantities reflect annual inspections for a twelve(12) month period. All bidders must submit pricing for all items in a group. Part 1 - Hartford Public Schools Pest Control GROUP I: ANNUAL SERVICES				
1	Bulkeley High Annex/Portables, 1/2 Wawarme Avenue	24	SERV		
2	Barbour School, 150 Tower Avenue	24	SERV		
3	Capital Preparatory, 1304 Main Street	24	SERV		
4	Batchelder School, 757 New Britain Avenue	24	SERV		
5	Buildings & Grounds Building, 388 Wethersfield Avenue	24	SERV		
6	Breakthrough I Magnet School, 290 Brookfield Street	24	SERV		
7	Moylan School, 235 Hillside Avenue	24	SERV		
8	Bulkeley High School, Auto Center, 300 Wethersfield Avenue	24	SERV		
9	M.D. Fox Elementary School, 470 Maple Avenue	24	SERV		
10	Burns School, 195 Putnam Street	24	SERV		
11	Burr School, 400 Wethersfield Avenue	24	SERV		
12	J.C. Clark School, 75 Clark Street	24	SERV		
13	Classical Magnet, 85 Woodland Street	24	SERV		
14	Dwight School, 585 Wethersfield Avenue	24	SERV		
15	Annie Fisher School, 280 Plainfield Street	24	SERV		
16	Fox Middle School, 205 Greenfield Street	24	SERV		
17	Hartford Public High School & Outside Building, 55 Forest Street	24	SERV		
18	Adult Education, 110 Washington Street	24	SERV		
19	Mary Hooker School, 200 Sherbrooke Avenue	24	SERV		
20	Kennelly School & Portables, 180 White Street	24	SERV		
21	R.E. Betances School & Portables, 42 Charter Oak Avenue	24	SERV		

City of Hartford

Request for Bid

BID #

OFFICE OF THE PROCUREMENT SERVICES
550 MAIN STREET - ROOM 100
HARTFORD, CT 06103

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXT. PRICE
22	Kinsella School, 65 Van Block Avenue	24	SERV	\$	\$
23	McDonough School, 100 Wilson Street	24	SERV		
24	Mt. Laurel School, 121 Cornwall Street	24	SERV		
25	Naylor School, 639 Franklin Avenue	24	SERV		
26	Parkville Community School, New Park Avenue	24	SERV		
27	Quirk Middle School, 85 Edwards Street	24	SERV		
28	Rawson School, 260 Holcomb Street	24	SERV		
29	SAND, 1700 Main Street	24	SERV		
30	Sport and Medical Science Academy, 280 Huyshope Ave	24	SERV		
31	Mark Twain School, 395 Lyme Street	24	SERV		
32	Milner School, 104 Vine Street	24	SERV		
33	Simpson Waverly School, 55 Waverly Street	24	SERV		
34	Martin Luther King School, 25 Ridgefield Street	24	SERV		
35	Weaver High School, 415 Granby Street	24	SERV		
36	Noah Webster School, 5 Cone Street	24	SERV		
37	West Middle School, 927 Asylum Avenue	24	SERV		
38	Fred D. Wish School, 350 Barbour Street	24	SERV		
39	Vocational Agriculture Building, 250 Wethersfield Avenue	24	SERV		
40	Maria Sanchez School, 176 Babcock Street	24	SERV		
41	Bellizzi Middle School & Portables, 215 South Street	24	SERV		
Total Group I					
Group II: Additional Services					
Price should be based per occurrence or service call					
39	Fogging, Clean-outs and Intensive Spraying, if required by the City and upon Written Approval Only.	5	EACH		
Total Group II					
Group III: CALL BACK SERVICE					
Price should be based per occurrence or service call.					
40	Labor Rate per Hour, Supervisor	50	HOUR		
41	Labor Rate per Hour, Operator	37	HOUR		
Total Group III					

TOTAL BID \$			
DELIVERY DESTINATION - FOB INSIDE (Hartford Public Schools Various Locations)			
		Cash	Discount
		%	DAYS
The undersigned certifies that this bid is in full agreement with all instructions and specifications attached hereto and if accepted by the City within 60 days of bid due date, bidder's proposal will be faithfully performed.		Guaranteed Delivery Date:	
Legal Name of Bidder: _____	Phone _____		
e-Mail _____	Fax _____		
Street _____	City _____	ST _____	
Signed by _____	L/S Title _____		
Manual Signature in Ink			

1.2 RESPONSE PRICING SHEET

- **Pest Control Services Part II – City Locations**

City of Hartford

Request for Bid

BID #

OFFICE OF THE PROCUREMENT SERVICES
 550 MAIN STREET - ROOM 100
 HARTFORD, CT 06103

BIDS FOR ITEMS DESCRIBED WILL BE TAKEN UNTIL: TIME: 2:00PM DATE: April 27, 2010

FOR ADDITIONAL INFORMATION CONTACT:
 Susan Sheppard (860) 757-9616

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXT. PRICE
	TERM CONTRACT: Pest Control Services Part II City Locations (SC) as needed for the period beginning July 1, 2010 through June 30, 2011. Quantities reflect annual inspections for a twelve (12) month period. All bidders must submit pricing for all items in a group.				
1	80 Coventry Street	1	YEAR		
2	Public Works Building, 40 Jennings Road	1	YEAR		
3	Parker Memorial/Kelvin D. Anderson Center, 2621 Main Street	1	YEAR		
4	City Hall, 550 Main Street	1	YEAR		
5	City Hall Annex, 525 Main Street	1	YEAR		
6	Daly Center, 2 Holcomb Street, Rear	1	YEAR		
7	Northside Field Office, 129 Westland Street	1	YEAR		
8	Keney Park Pond House	1	YEAR		
9	Colt Park Buildings One (1) & Two (2), Stonington Street	1	YEAR		
10	Colt Park Building Six (6) & Nine (9), Stonington Street	1	YEAR		
11	Dillion Stadium Concession Area, Huyshope Avenue	1	YEAR		
12	Annex 11, 10 Prospect Street	1	YEAR		
13	Elizabeth Park Pond House, Waldbridge Road	1	YEAR		
14	McCook Complex, 2 Holcomb Street	1	YEAR		
15	Fire Company #1, 197 Main Street	1	YEAR		
16	Fire Company #2, 1515 Main Street	1	YEAR		
17	Fire Company #4, 275 Pearl Street	1	YEAR		
18	Fire Company #5, 129 Sigourney Street	1	YEAR		
19	Fire Company #7, 181 Clark Street	1	YEAR		

City of Hartford

Request for Bid

BID #

OFFICE OF THE PROCUREMENT SERVICES
 550 MAIN STREET - ROOM 100
 HARTFORD, CT 06103

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXT. PRICE
20	Fire Company #8, 721 Park Street	1	YEAR	\$	\$
21	Fire Company #9, 655 New Britain Avenue	1	YEAR		
22	Fire Company #10, 50 Franklin Avenue	1	YEAR		
23	Fire Company #11, 150 Sisson Avenue	1	YEAR		
24	Fire Company #14, 25 Blue Hills Avenue	1	YEAR		
25	Fire Company #15, 8 Fairfield Avenue	1	YEAR		
26	Fire Company #16, 636 Blue Hills Avenue	1	YEAR		
27	Fire Equipment Maintenance, 40 Jennings Road	1	YEAR		
28	Community Service Office, 160 Zion Street	1	YEAR		
29	Police Substation, 636 Albany Avenue	1	YEAR		
30	Police Department, 50 Jennings Road	1	YEAR		
31	Police Substation, 134 Affleck Street	1	YEAR		
32	Recreation Center, 30 Pope Park Drive	1	YEAR		
Total Group I					
Group II: Additional Services					
All Prospective Bidders Shall Quote A Per Occurrence Price For The Additional Services, Should They Be Required.					
33	Fogging, Clean-Outs & Intensive Spraying Upon Request	10	EACH		
34	Removal & Extermination of Wasps, Bees, and Hornets, as well as Nests, Upon Request.	10	EACH		
Total Group II					

TOTAL BID \$

DELIVERY DESTINATION - FOB INSIDE
 (City of Hartford - Mail Room - Sub-Basement)

The undersigned certifies that this bid is in full agreement with all instructions and specifications attached hereto and if accepted by the City within 60 days of bid due date, bidder's proposal will be faithfully performed.

Legal Name of Bidder: _____

e-Mail _____

Street _____

Signed by _____

Cash	Discount	%	DAYS
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Guaranteed Delivery Date: _____

Phone _____

Fax _____

City _____ ST _____

L/S Title _____

Manual Signature in Ink

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	<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"/>

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>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"/>
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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 if different from what has been indicated on the response form:

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. Requirements for Small Contractor's Certification:

Any company wanting to do business with the City of Hartford under Ordinance 2-667 must contact the Office of Human Relations (OHR) located at 550 Main Street, Ground Floor,

Hartford, CT, or call 860.757. 9789. The company must meet the requirements set forth on the ordinance for Small Contractor or Minority and Women Owned Business Enterprise (SC/MWBE) Certification. All vendors bidding on a Small Contractor Set Aside Bid or wanting to be considered as such for Small Contractor Local Preference must include a copy of its current certification issued by OHR, with their bid submittal response.

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, 860.757.9789; fax 860.722.6486 or email: lmacruz@hartford.gov.

SECTION 2 PROJECT SPECIFICATIONS
PART 1
PEST CONTROL SERVICE #4992
HARTFORD PUBLIC SCHOOLS LOCATIONS (SC)

1.0 SCOPE

The City intends to contract with a qualified vendor to provide Integrated Pest Management (IPM) for Pest Services as described herein. All services shall be performed in accordance with conditions and terms specified. The Contractor shall furnish all labor, supervision, materials, equipment, and travel time necessary to perform work under this contract.

Contractor will be responsible for rodent and insect control throughout the entirety of each building on the ground of Hartford Public Schools.

2.0 QUALIFICATIONS OF BIDDER

The City intends to contract with a responsible and qualified pest control contractor who meets the conditions described herein. The contractor shall have been in the exterminating business for a minimum period of three (3) years on a full-time basis to establish an experience record, particularly in IPM. The contractor shall have in his regular employ and be able to provide a minimum crew of experienced workers and supervisory personnel to provide adequate treatment specified herein. The supervisor/operator ratio shall no be greater than 1:5.

The successful contractor must be a member in good standing of the National Pest Control Association and subscribe to their ethics and principles and recommended procedures for pest control. The contractor must have a place of business or experienced personnel located within the Capitol Region so that emergency and "on-call" service may be available immediately and at all times.

3.0 COMPLIANCE WITH ORDINANCES

The contractor in the performance of his services under this agreement must at all times comply with all statutes, ordinances, regulations pertaining to the materials used, extent, and methods of application.

4.0 PEST CONTROL PROCEDURES

All work shall be performed in a safe manner in accordance with the latest and best materials and procedures. All services, both regular and "on-call" shall be rendered in such a manner and at such times as will not interfere with normal operations of the building serviced or its personnel.

SECTION 2 PROJECT SPECIFICATIONS
PART 1
PEST CONTROL SERVICE #4992
HARTFORD PUBLIC SCHOOLS LOCATIONS (SC)

All pesticides and rodenticides shall be used with due precaution to prevent the possibility of any accidental contact with humans and animals. Special care shall be exercised in use of insecticides and rodenticides in food area to avoid any contamination.

5.0 SERVICE CALLS

All service visits made by the successful bidder must be coordinated through the respective building's head custodian. In addition, the contractor will be responsible for call, back as requested by the City throughout the term of the contract. These emergency or non-scheduled service calls shall be acted upon 24 within 24 hours of receipt of the respective Building and Grounds supervisor request.

All scheduled services shall be performed Monday through Friday after 3:00 p.m. or during school vacation periods.

Any other time schedules will be only on approval of the Hartford Public Schools Custodial Manager, Ray DeMonte, or his designee (HPS-CM).

The contractor shall include services for all buildings on the acreage of the school sites including: Equipment Sheds, Utility Sheds, Garages, Booths, Dumpsters, Tent and Compactors.

6.0 REPORT AND RECOMMENDATIONS

Whenever conditions conducive to the harborage of pests and insects are uncovered by the contractor, such conditions shall be reported to the Administrator in writing on the form specified, with recommendations for corrections.

7.0 INSPECTIONS

All pest control services shall be subject to inspection and verification by the City at such times and deemed necessary.

**SECTION 2 PROJECT SPECIFICATIONS
PART 1
PEST CONTROL SERVICE #4992
HARTFORD PUBLIC SCHOOLS LOCATIONS (SC)**

8.0 PROOF OF PERFORMANCE

To show proof of performance for a given service call, the vendor must have in existence and use a **Pesticide Application and Inspection Report**. Each "Pest Control Service Record" is to be made in triplicate and it has to be filled out for each respective building serviced on each service visit.

The aforementioned building official shall retain the original copy after a given service visit. Another copy will then be submitted by the building official to the City Pre-Audit Department as proof of vendor performance for processing of payment.

9.0 LICENSING & CERTIFICATION

Contractor must have Connecticut D.E.P. certification for categories 7A and 7D. All contractors' personnel servicing the City must have current pest control applicator's licenses issued by the State of Connecticut. All bidders will complete the following section:

FIRM NAME: _____

ADDRESS: _____

CONNECTICUT PEST CONTROL CERTIFICATE: _____

EMPLOYEE NAME

APPLICATOR'S LICENSE #

SECTION 2 PROJECT SPECIFICATIONS
PART 1
PEST CONTROL SERVICE #4992
HARTFORD PUBLIC SCHOOLS LOCATIONS (SC)

1. GENERAL

a. Description of Service

This contract is part of a comprehensive Integrated Pest Management (IPM) program for the buildings and other areas specified herein. The goal of IPM is to deliver effective pest control while at the same time reducing the volume and toxicity of pesticides used and human and environmental exposure to pesticides. IPM is a process for achieving long term, environmentally sound pest control through the use of wide variety of technological and management practices. Control techniques in an IPM program include a combination of pest monitoring, good sanitation practices, education, appropriate solid waste management, building maintenance, alternative physical, mechanical, and biological pest control, and the use of pesticides when warranted according to a predetermined hierarchy of pest management choices, formulations, and application techniques, which will minimize the exposure and potential risk to people and the environment.

The contractor shall furnish all supervision, labor, materials and equipment necessary to accomplish the surveillance, trapping, and pesticide application components of the IPM program. The contractor shall also provide detailed, site-specific recommendations for structural and procedural modifications necessary to achieve pest prevention.

b. Requirements for Bidding

In order for a company to qualify for the bidding process, it must meet the following requirements:

- (1) Possess a valid commercial pesticide application business certificate of registration from the Connecticut Department of Environmental Protection;
- (2) Employ a minimum of one certified commercial supervisory applicator for every five certified operational applicators employed;
- (3) Provide proof of appropriate insurance;
- (4) Provide three references attesting to the company's knowledge or experience in the field of IPM;
- (5) Have been in the pest control business for a minimum of three years.

SECTION 2 PROJECT SPECIFICATIONS
PART 1
PEST CONTROL SERVICE #4992
HARTFORD PUBLIC SCHOOLS LOCATIONS (SC)

c. Pests Included and Excluded

The contractor shall adequately suppress indoor populations of rats, mice, cockroaches, ants including carpenter ants as occasional invader, winged termite swarmers emerging indoors, incidental/occasional invaders entering from out-of-doors, and flies and other arthropod pests not specifically excluded from the contract. Populations of these pests that are located immediately outside of the specified buildings and pose a possible infestation problem to the specified buildings are included.

Populations of the following pests will be considered special services, separate from the specifications of this contract:

Birds, bats, snakes and all other vertebrates other than commensal rodents;

Termites, carpenter ants nesting within structures and other wood-destroying organisms;

Mosquitoes and other free flying insects originating out-of-doors;

Pests that primarily feed on outdoor vegetation; and

Fleas and ticks

d. Initial inspection

The contractor shall conduct a thorough, initial inspection of each Hartford Public Schools building or site within the agreed upon number of working days after the effective date of the contract. The purpose of the initial inspection is for the Contractor to identify problem areas and any equipment, structural features, or management practices that are contributing to pest infestations. The initial inspection shall be conducted by a certified commercial supervisory applicator employed by the Contractor.

Access to building space shall be coordinated with the Hartford Public Schools Custodial Manager or his designee (HPS-CM). The HPS-CM will inform the Contractor of any restrictions or areas requiring special scheduling.

Ideally, the HPS-CM should have oversight of custodial staff to ensure that sanitation practices and building maintenance procedures associated with proper pest control are accomplished, and should interact with all facility staff members to ensure that pest sightings and other pest control related items are promptly brought to the attention of the Contractor.

SECTION 2 PROJECT SPECIFICATIONS
PART 1
PEST CONTROL SERVICE #4992
HARTFORD PUBLIC SCHOOLS LOCATIONS (SC)

e. Pest Control Plan

Prior to initiation of service, the Contractor shall submit to the HPS-CM a Pest Control Plan for each building or site within the agreed upon number of working days following the initial inspection. Upon receipt of the Pest Control Plan, the HPS-CM will render a decision regarding its acceptability within an agreed upon number of working days. The Contractor shall be on site to initiate service within an agreed upon number of working days following notice of approval. If aspects of the Pest Control Plan are incomplete or disapproved, the Contractor shall have an agreed upon number of working days to submit revisions.

The pest Control Pest shall consist of five parts:

- (1) Proposed methods for control, including labels and Materials Safety Data Sheets (MSDS) for all pesticides to be used. A list of types of rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, and any other control devices or equipment should also be included;
- (2) A proposed pest population level referred to as a predetermined tolerance threshold, if thresholds exist for the targeted pest;
- (3) A service schedule for each building or site;
- (4) A description of any structural or operational changes that would facilitate the pest control effort; and
- (5) A copy of the Commercial Pesticide Applicator Certificate for every Contractor's representative who will be performing on-site service under contract.

It shall be the Contractor's responsibility to carry out work according to the approved Pest Control Plan for each building or site. The Contractor shall receive the concurrence of the HPS-CM prior to implementing any subsequent changes to the approved Pest Control Plan, including additions or replacements to the pesticide list and to on-site service personnel.

f. Pesticide Application

The Contractor shall not apply any pesticide product that has not been included in the Pest Control plan or approved in writing by the HPS-CM. The HPS-CM will make a timely decision on any matter that requires a written approval.

SECTION 2 PROJECT SPECIFICATIONS
PART 1
PEST CONTROL SERVICE #4992
HARTFORD PUBLIC SCHOOLS LOCATIONS (SC)

Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any area inside or outside the premises shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area.

Preventative pesticide treatments of areas determined to be at high risk for infestation by insects or rodents, through inspection at the onset of the program or as part of a maintenance program, are acceptable. These applications must be conducted in accordance with pesticide hierarchy found in SECTION 2 – INSECT CONTROL of this document. Written approval must be granted by the HPS-CM prior to any preventative pesticide application.

g. Structural/Procedural Recommendations

Structural modifications for pest control, including the application of caulk and other sealing materials will not be the responsibility of the Contractor. However, throughout the life of this contract, the Contractor shall be responsible for notifying the HPS-CM in writing about any structural or procedural modifications deemed necessary to eliminate pest food, water, harborage or access.

h. Record Keeping

The Contractor shall be responsible for maintaining a pest control logbook or file for each building or site specified in this contract. These records shall be kept in the Head Custodian's office at each individual school and maintained on each visit by the Contractor.

Each logbook or file shall contain at least the following items:

- (1) A copy of the Pest Control Plan for the building or site, including labels and MSDS for all pesticide used in the building, and the Contractor's service schedule for the building;
- (2) The Pest Control Application and Inspection Report forms will be supplied to the Contractor by the HPS-CM, and will be used to advise the Contractor of routine service requests and to document the performance of all work, including emergency work. This includes all the information on pesticides applications required by the Connecticut Pesticide Control Act. Upon completion of a service visit to the building, the Contractor's representative performing the service shall complete, sign and date the form, and return it to the logbook or file on the same or succeeding day of the services rendered.

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i. Contractor Personnel

Throughout the life of this contract, all Contractor personnel providing on-site pest control service must meet state requirements for training and certification as Commercial Pesticide Applicators. Uncertified individuals working under the supervision of a Certified Applicator will not be permitted to provide service under the terms of this contract.

j. Manner and Time to Conduct Service

The Contractor shall perform routine pest control services that do not adversely affect occupant health or productivity during the regular hours of operation in the buildings. No sprays or dusts may be applied when the immediate area to be treated is occupied. When it is necessary to perform work outside of the regularly scheduled hours set forth in the Pest Control Plan, the Contractor shall notify the HPS-CM at least one day in advance.

The Contractor shall observe all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering the building. Any restrictions associated with these special areas will be explained by the HPS-CM. The Contractor shall adhere to these restrictions and incorporate them into the Pest Control Plan for the specific building or site.

All Contractor personnel working in or around buildings designated under this contract shall wear distinctive uniform clothing. The Contractor shall determine and provide additional personal protection equipment required for the safe performance of work. Protective clothing, equipment and devices, shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

k. Special Requests and Emergency Service

On occasion, the HPS-CM may request that the Contractor perform corrective, special, or emergency service(s) that are beyond routine service requests. The Contractor shall respond to these exceptional circumstances and complete the necessary work within one (1) working day after receipt of the request. In the event that such services cannot be completed within one working day, the Contractor shall immediately notify the HPS-CM and indicate an anticipated completion date.

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2. INSECT CONTROL

a. Non-Pesticide Products and Use

The Contractor shall use non-pesticide methods of control wherever possible. For example: sticky traps are used to guide and evaluate indoor pests control efforts wherever necessary.

b. Pesticide Products and Use

The goal of IPM is to deliver effective pest control while at the same time reducing the volume and toxicity of pesticides used and human and environmental exposure to pesticides. When it determined that a pesticide must be used in order to obtain adequate control, the Contractor shall employ the use of formulations and treatment techniques which minimize the amount of pesticides used and the potential exposure of people and the environment.

The Contractor shall be responsible for application of pesticides according to the product label. All pesticides used by the Contractor must be registered with the Environmental Protection Agency (EPA) and the State Department of Environmental Protection (DEP). Transport, handling and used of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable federal and state laws and regulations.

The Contractor will use the following pesticide use hierarchy as a guide to minimize the amounts of pesticides applied as well as the potential for exposure.

(1) Baits and Gels

Containerized and other types of bait formulations rather than sprays shall be used for cockroach and ant control wherever appropriate. Baits and gels are considered that standard choice for most spaces. Baits and gels for other insects should also be considered as they are introduced into the marketplace and their efficacy established.

(2) Dusts in closed areas such as wall voids

Dusts are the preferred pesticide product for treatment in such areas as, contrary to liquid products, they are not as directional when applied and effect a broader internal void area.

(3) Crack and crevice treatment using, in order of preference

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- (a) Wettable powders
- (b) Microencapsulated products
- (c) Emulsifiable concentrates
- (d) Aerosols

As general rule, if effective baits are not available for targeted indoor pest, liquid, aerosol, or dust formulations shall be applied only as crack and crevice treatments with application devices designed or modified for this purpose. "Crack and crevice treatment" as defined in this contract as an application in which the pesticide is only released within the crack and crevice does not leave a deposit on exposed surfaces.

(4) Spot Treatments

As differentiated from overall, broadcast, or complete coverage, spot treatment is application to localized or restricted areas no more than (2) square feet where insects are likely to occur. These area may occur on floors, walls and bases or undersides of equipment. Application must not be performed in food areas unless permitted by the pesticide product label.

(5) General sprays or fogs

Application of pesticide liquid, aerosol or dust to exposed surfaces, and pesticides space sprays (including fogs, mists and ultra low volume applications), shall be restricted to unique situations where no alternative measures which will result in timely control within the predetermined tolerance threshold, are practical. In the event that these applications become necessary, a formulation with the least potential for exposure will be chosen. As a general rule, wettable powder and microencapsulated formulation will be considered as first choice. Solvent based pesticides will be used only as a last resort when no other effective alternative exist. All application shall be made only to areas unoccupied at the time of application and shall remain unoccupied until the treated surfaces have dried, or longer if the label specifies a longer re-entry time. The Contractor and HPS-CM will determine, on a case-by-case basis, what additional ventilation and pre-notification are needed.

The Contractor shall obtain the approval of the HPS-CM prior to any application of pesticide liquid aerosol or dust to exposed surfaces, or any space spray treatment. The Contractor shall take all necessary precautions to ensure occupant and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of

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application. No liquid, aerosol or dust applications shall be made while occupants are present in the treated areas.

3 COMMENSAL RODENT CONTROL

a. Non-Pesticide Product and Use

As a general rule, rodent control inside occupied buildings shall be accomplished with trapping devices only. All such devices shall be concealed, whenever possible, out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Trapping devices shall be checked on a schedule consistent with good pest control practice and approved by the HPS-CM. During regular service, the Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.

b. Pesticide Products and Use

In circumstance when rodenticide are deemed essential for adequate rodent control inside occupied buildings, the Contractor shall obtain the approval of the HPS-CM prior to making any interior rodenticide treatment.

All rodenticide, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA – approved tamper-resistant bait boxes.

Frequency of servicing bait boxes shall depend upon the level of rodent infestation. All bait boxes shall be maintained in accordance with EPA regulations and the Connecticut Pesticide Control Act. The Contractor shall adhere to the following five points:

- (1) All bait boxes, whenever possible, shall be placed out of the general view and in locations where they will not be disturbed by routine operations.
- (2) The lids of all bait boxes shall be securely locked or fastened shut;
- (3) All bait boxes shall be securely attached or anchored to the floor, ground, wall or other surface, to discourage movement by non-authorized personnel;
- (4) Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box; and each servicing.
- (5) All bait boxes shall be labeled with the Contractor's business name and address, and dated at the time of installation and each servicing.

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As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible. The Contractor shall be responsible for notifying the HPS-CM about the location of all rodent burrows on the premises that must be filed.

4. PROGRAM EVALUATION

The contracting agency reserves the right to evaluate the progress of this contract in terms of effectiveness and safety, and to require such changes as necessary. The Contractor shall take prompt action to correct all identified deficiencies.

5. QUALITY CONTROL PROGRAM

The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. Within five (5) working days prior to the starting date of the contract, the Contractor shall submit a copy of their program to the HPS-CM. The program shall include, but not be limited to the following:

- a. An inspection system covering all the services stated in this contract. A checklist used in inspecting contract performance during regularly scheduled or unscheduled inspections. The name(s) of the individual(s) who will perform the inspections;
- b. The checklist shall include every area of the operation serviced by the Contractor, as well as every task required to be performed;
- c. A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable;
- d. A file of all inspections conducted by the Contractor and the corrective actions taken. This documentation shall be maintained locally and made available upon request.

6. PERFORMANCE

The Contractor, upon receiving two "less than satisfactory" ratings of the same nature in the same treatment area, must document all procedures done, to date, and establish the extent of the pest level. If the pest levels are outside the predetermined tolerance thresholds (if threshold exist for the given pest), the Contractor shall have an agreed upon number of days to submit to the HPS-CM an acceptable recommendation to alleviate the unsatisfactory situation.

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Any treatment are receiving three consecutive “less than satisfactory” ratings of the same nature may result in the filing of a formal complaint from the HPS-CM to the Contracting Agent with intent to terminate the contract. The Contractor will not be terminated if the “less than satisfactory” rating is a result of circumstances outside of the Contractor’s control, such as failure of the HPS-CM to make structural or operational changes that would facilitate the pest control effort.

7. SAFETY AND HEALTH

- a. All work shall comply with all applicable state and federal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.
- b. The Contractor will assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.

Materials Safety Data Sheet (MSDS) for Toxic Substances

Suppliers proposing to furnish toxic substances or contractors proposing to use toxic substances in the services to be performed for the City of Hartford must submit with their bid or proposal a Material Safety Data Sheet (Form OSHA-20).

ATTACHMENT A-1
Pest Inspection Report

Service Location: _____

Exterior

Sanitation

Pests Present Good Fair Poor

Perimeter of building; kept free of vegetation, debris, clutter

Exterior/structure; holes and cracks repaired and/or caulked

Dumpster area; neat, contained, not overflowing, doors closed

Loading dock; free of debris, doors closed

Comments/Actions Needed: _____

Kitchen

Walls/ceilings; clean, free of grease, mold, etc.

Floors; clean including underneath appliances, free of grease residue, food particles

Food prep area; sanitary, cleaned daily, no food left out or accessible

Food processing equipment including ovens, fryers & grills; cleaned frequently, free of food and grease residue, well maintained

Refrigeration units; clean interiors, proper storage containers, no items stored on top/along side

Dishwashing area; clean, no dirty dishes/utensils left

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1.0 INTENT

The City of Hartford wishes to contract with an experienced pest control contractor to provide pest control services at various City locations as outlined on Bid Schedule. Services shall be provided in accordance with the Integrated Pest Management (IPM) Program as recommended by the State of Connecticut.

2.0 SCOPE OF SERVICES

The goal of IPM is to deliver effective pest control while at the same time reducing the volume and toxicity of pesticides used and human environmental exposure to pesticides. IPM is a process for achieving long term, environmentally sound pest control through the use of a wide variety of technological and management practices. Control techniques in an IPM program include a combination of pest monitoring, good sanitation practices, education, appropriate solid waste management, building maintenance, alternative physical, mechanical, and biological pest control, and the use of pesticides when warranted according to a predetermined hierarchy of pest management choices, formulations, and application techniques, which will minimize the exposure and potential risk to people and the environment.

The contractor shall furnish all supervision, labor, materials and equipment, and travel time necessary to accomplish the surveillance, trapping, and pesticide application components of the IPM program. The Contractor shall also provide detailed, site-specific recommendations for structural and procedural modifications necessary to achieve pest prevention.

- 2.1 Insects and pest to be controlled shall include (but not be limited to) the following: bees, wasps, ticks, fleas, centipedes, roaches, crickets, beetles, millipedes, silverfish, ants, mosquitoes, red ants, mice, rats, water bugs, paper mites, spiders, and all other vermin with the exception of wood destructive insects.

Contractor will be responsible for controlling pests for the entire building of every location outlined in the Bid Schedule. The successful contractor will control pest populations with emphasis on food storage and handling areas (including cafeterias); dishwashing areas, kitchen and cleaning supply closets, locker and shower rooms, restrooms and any heavily infested specified area(s) of a given location at the request of an authorized City representative.

The Contractor will be required to make to least one (1) application of a long residual, low toxicity pesticide, effective on porous and non-porous surfaces such as Dursban or an approved equal when the City requests insect extermination.

- 2.2 The following locations require specific minimum services:

2.2a The Police Building will require weekly applications.

2.2b Dillion Stadium Concession Area, and Colt Buildings:

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The Contractor will provide a perimeter rodent program employing bait stations (for rat extermination) to be monitored monthly. The successful Contractor will maintain records of types of insecticides and rodenticides used within each building. These records shall include the span of time each different type of insecticide or rodenticide was used, the areas to which they were applied and the reason for changes from one type to another. These records shall be furnished to the City upon request.

3.0 SERVICE CALLS

All service calls shall be performed so as not to interfere with normal operations of the building being serviced or its personnel. All spraying will be performed after normal working hours (5:00 P.M.). Specific dates and times will be requested by an authorized City official. An authorized City representative will meet the contractor for after hour service calls in order to provide access, point out problem areas and ventilate when necessary.

At each location, the Contractor will inspect premises, identify pest and population and provide treatment. The Contractor will make additional treatments, as required, by the City at any given location, during the term of this contract **at no additional cost.**

4.0 ADDITIONAL SERVICES

Any additional extermination services that are not covered in this contract will require a written estimate upon the request of the City. All estimates of this type will be done at not charge to the City. **All additional services require written approval of an authorized City representative.**

5.0 RESPONSE TIME

Contractor shall respond to call for service within one (1) working day from the request of an authorized City representative.

6.0 QUALIFICATIONS

Contractor and Contractor's personnel must be certified by Department of Environmental Protection in all areas covered by the scope of this contract.

Copies of the contractor's current Commercial Applicator Certificate and verification of good standing with NPCA must be submitted with the contractor's bid response.

7.0 COMPLIANCE WITH ORDINANCES

Contractor shall comply with any and all Federal, State and City ordinances, statutes, rules and regulations, OSHA requirements included, pertaining to the materials used and the extent and methods of application. Contractor shall furnish information to the City, upon request, on materials and methods of application being used at any time during the term of this contract.

**SECTION 2 PROJECT SPECIFICATIONS
PART 2
PEST CONTROL SERVICE #4992
CITY OF HARTFORD - LOCATIONS (SC)**

8.0 REPORTS AND RECOMMENDATIONS

Whenever conditions conducive to the harborage of pests and insects is uncovered by the Contractor, such conditions shall be reported to the City, in writing, with recommendations for corrections.

9.0 ORGANIC PESTICIDES

- 9.1 The successful contractor shall be knowledgeable and able to provide organic or alternative pesticides at 56 Coventry Street and 128 Westland Street.
- 9.2 Alternatives must be used to protect employees affected with “multiple chemical sensitivity. “Organic pesticides may include boric acid and organo phosphates such as funguses and also may require caulking and sealing rest areas of roaches and other pests. No chemicals may be used where the City requests such service.

NOTE: Locations may be added or deleted as deemed necessary.

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 capitol 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.

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

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

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

The 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 11

- 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

END OF SECTION