



## PROCUREMENT THROUGH SEALED BID INVITATION FOR BIDS REMOVAL OF SCRAP MATERIALS

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Released Wednesday, January 17, 2018

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- Section 2: Scope of Services
- Section 3: Bid Price Form and Contractor Information (*signature required*)
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### ATTACHMENTS:

- Acknowledgement of Addenda (*signature required*)
- HUD Form 5369b: Instructions to Offerors (Pre-award Terms)
- HUD Form 5369c: Representations, Certifications and other Statement (*signature required*)
- Purchase Order Rider

### SCHEDULE OF EVENTS:

|                          |  |
|--------------------------|--|
| Solicitation Issuance    | Wednesday, January 17, 2018            |
| Pre-Bid Conference       | None Scheduled                         |
| Bid Opening              | Thursday, February 15, 2018 @ 2:00 pm  |
| Award/Contract Effective | On or around week of February 20, 2018 |

**BONDS ARE NOT REQUIRED FOR THIS BID  
INSURANCE WILL BE REQUIRED OF THE SUCCESSFUL CONTRACTOR**

## SECTION 1 INSTRUCTIONS TO BIDDERS

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### 1.1. INTRODUCTION

The Housing Authority of the City of Hartford (the “Authority”) is issuing this Invitation for Bids (“IFB”) seeking to contract with a vendor to provide scrap material removal services at the HACH warehouse located at 791 Windsor Street in the City of Hartford on a when needed basis. Any obligations of those submitting bids in response to this IFB (“Bidders”) continue to be obligations of Contractor(s) when awarded.

*Term Contract.* The term of the contract resulting from this solicitation (the “Contract”) will be for three (3) years commencing on the date of award. Upon satisfactory completion of the initial term of the Contract, the Authority may extend the term of this Contract for two additional one year terms at its sole option at the prices initially bid by each successful Contractor. The Authority shall provide Contractor with written notice of its intent to extend the Contract at least ninety (90) days prior to the expiration of the then current Contract term. The Contract will be in the form of a purchase order and incorporates the terms and conditions of this IFB and Contractor’s bid.

*Quantities.* The Contract is an indefinite delivery, indefinite quantity contract. Services are required as and when needed. The Authority reserves the right to make partial or full award of the services described below.

*Non-Exclusive.* The Contract is not an exclusive contract and there is no guarantee as to the amount of work to be assigned for any particular period of time. The Authority reserves the right to go out to separate solicitation for major projects or for assignments not covered by the Scope of Services described in this IFB.

### 1.2. PRE-BID MEETING/INDEPENDENT SITE INSPECTIONS

A pre-bid meeting has not been scheduled for this IFB.

### 1.3 QUESTIONS AND COMMUNICATION

All questions must be put in writing to the Contact named below no later than 5 calendar days before the due date for the submission of bids. The intent of this requirement is to assure that all Bidders are in receipt of the same information and to allow the Authority sufficient time to post questions and answers in an Addendum to this IFB. The Authority reserves the right to use its discretion in issuing Addenda for questions and answers; only those questions and answers which might materially affect a vendor’s bid will result in an Addendum. It is the responsibility of each Bidder to check the Authority’s website: [www.hartfordhousing.org](http://www.hartfordhousing.org) for a copy of all Addenda issued for this IFB.

***NOTE: Any solicitation or lobbying directed to any Authority staff or the Board of Commissioners is prohibited and is a ground for disqualification of Bidder’s bid.***

SOLE CONTACT

Ben Bare  
General Counsel and Chief Procurement Officer  
180 John D Wardlaw Way  
Hartford, CT 06106  
email: [bids@hartfordhousing.org](mailto:bids@hartfordhousing.org)  
[www.hartfordhousing.org](http://www.hartfordhousing.org)

1.4. BID DEADLINE AND DELIVERY

Bidders must deliver in a sealed package one (1) original, and one (1) copy of their bid to the following location no later than **2:00 PM on Thursday, February 15, 2018.**

Deliver to:

Housing Authority of the City of Hartford  
Attention: Bid Department  
180 John D Wardlaw Way  
Hartford, CT 06106

To assure proper receipt and handling of bids, the outside of the package must be clearly marked with Bidder's Name and Address, and the words: *Bid for Removal of Scrap Materials*

Late bids will not be accepted, except as stipulated in HUD Form 5369b, attached hereto.

1.5. BID FORMAT

The following documents must be completed and returned by all Bidders:

- Section 3 – Bid Form and Company Information
- Signed HUD Form 5369c
- Executed Acknowledgement of Addenda Form Listing All Issued Addenda

1.6. RIGHT TO VERIFY INFORMATION

The Authority reserves the right to verify any and all information provided in each bid. If there is evidence of misleading or false information, the Authority may, in its discretion, reject the Bidder's submittal.

1.7. BID EVALUATION

The Authority will assign an agent to review each bid to determine if it substantially complies with the requirements and procedures contained in this IFB. Bids that are not in substantial compliance will not be considered further.

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Bids will be evaluated in accordance with the terms and provisions of the Authority's procurement policy and as specified in HUD Form 5369b.

Evaluation will include all costs provided for in each bid, as well as any one or more of the following: operational and financial capacity to perform, demonstrated record of integrity and business ethics, quality of prior performance. In the event of indefinite quantities, the Authority may apply hypothetical or prior year experience to identify the lowest, responsible bidder.

#### 1.8. BIDDER QUALIFICATIONS

Contractors must be properly licensed to do business within the State of Connecticut. Bidders must have been in the metal recycling business for a minimum of 5 years. Any successful Contractor shall have a person available during normal business working hours to address any problems or complaints of the Authority. The Authority may make such investigations deemed necessary to determine the ability of the Contractor to perform the services outlined in the scope of work. If requested, the Contractor shall provide the Authority with all such information and data for this purpose. The Authority reserves the right to reject any bid if the evidence submitted by or derived from an investigation fails to satisfy the Authority that the Contractor has the capacity to carry out the obligations of the Contract and to complete the work specified in this IFB.

#### 1.9. AWARD OF BID

Award will be made to the responsible Bidder providing pricing most advantageous to the Authority in accordance with the provisions of this IFB (including all attachments) and the Authority's Procurement Policy.

#### 1.10. SOCIO ECONOMIC CONSIDERATION

The Authority also encourages bids from all small businesses including Section 3 companies located in or owned by persons residing in a public housing development, minority and woman owned businesses.

#### 1.11. PRICING

See Section 2, Scope of Services.

#### 1.12. SUBCONTRACTING

The Contractor shall not have the right or power to assign, subcontract, or transfer interest in this Contract without the prior written consent of the Authority.

#### 1.13. CONDITIONS OF CONTRACT

This IFB, including all attachments, together with the Contractor's bid will form the entire agreement between the Contractor and the Authority. No exceptions to the Sample Contract attached to this IFB are allowable.

In the event additional services are required that have not been awarded, the Authority will have the sole and exclusive right to seek the services on the open market.

The person signing the bid on behalf of the bidder must be authorized to commit the bidder in contractual matters.

## SECTION 2 SCOPE OF SERVICES

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### 2.1. SPECIFICATIONS

Successful Contractor shall provide one (1) Housing Authority of the City of Hartford (“HACH”) approved 30 or 40-cubic yard container for the collection of scrap materials to be placed at the HACH warehouse located at 791 Windsor Street in the City of Hartford (the “Warehouse”).

HACH may direct the Contractor to change the container size from time to time based upon scrap pricing and/or operating needs.

Contractor shall place the container within thirty (30) days after Contract award.

The Contractor shall retrieve materials within seven (7) days following notification by HACH that an allotment of materials is available. Contractor shall provide HACH a receipt for each pickup of a container.

The Contractor shall provide all equipment to include the HACH approved on-site container with personnel, labor and transportation for retrieval operations all at no cost to HACH.

The Contractor shall replace the container if it becomes unsafe in the opinion of and upon HACH request.

HACH may add or delete sites or container locations from the Contract as it deems appropriate.

HACH may choose to deliver scrap material to the Contractor’s designated location.

### 2.2. DELIVERY

1. Following prior notice to HACH, the Contractor shall furnish and deliver the required containers to the Warehouse and/or any other locations as instructed by HACH.

2. The Contractor may contact the appropriate HACH representative at each location to conduct a site inspection prior to delivering a container.

### 2.3 MATERIAL CONDITION

All scrap material deposited in the containers is deposited on an As Is, Where Is basis by HACH.

### 2.4 NON-SCRAP MATERIALS

Any non-scrap materials associated with the scrap and placed in the Contractor’s containers must also be removed from the location(s) specified and disposed of in accordance with all applicable laws and regulations.

### 2.5 WEIGHING

All scrap must be weighed by the Contractor on a scale operated by a State licensed weighmaster.



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Brass – Picked up at HACH Location \$\_\_\_\_\_ per pound

Brass – Dropped off by HACH \$\_\_\_\_\_ per pound

Lead – Picked up at HACH Location \$\_\_\_\_\_ per pound

Lead – Dropped off by HACH \$\_\_\_\_\_ per pound

Copper – Picked up at HACH Location \$\_\_\_\_\_ per pound

Copper – Dropped off by HACH \$\_\_\_\_\_ per pound

Mixed Ferrous Metal – Picked up at HACH Location \$\_\_\_\_\_ current index/ton \$\_\_\_\_\_ gross/ton

Mixed Ferrous Metal – Dropped off by HACH \$\_\_\_\_\_ current index/ton \$\_\_\_\_\_ gross/ton

**CONTRACTOR INFORMATION:**

1. Owner of the Company \_\_\_\_\_
2. List the number of years in business \_\_\_\_\_
3. Is your business full or part-time? \_\_\_\_\_
4. Do you maintain an office that is staffed during normal daily working hours? \_\_\_\_\_
5. Who is the Authority's contact person for this Contract?  
Name: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_
6. List at least three (3) references of firms to which your company has provided similar services within the past year.
7. What equipment will you use to perform the services in this IFB?  
(Use a separate sheet of paper, if necessary to list all equipment and material, include make, model, registration #'s):

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By signing and submitting this bid form, the Contractor certifies the following:

1. This bid is signed by an authorized representative of the Contractor.
2. The Contractor can obtain insurance certificates as required within 10 calendar days after notice of award.
3. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost if applicable.
4. All labor costs, direct and indirect, have been determined and included in the proposed cost.
5. The Contractor has attended the pre-bid meeting and site visits (if applicable) and is aware of prevailing conditions associated with performing these services.
6. The Contractor has read and understands the conditions set forth in this bid and agrees to them with no exceptions.

I, THE UNDERSIGNED, CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER CONTRACTOR SUBMITTING A BID FOR THE SAME SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID AS OR FOR THE CONTRACTOR.

Therefore, in compliance with this IFB and subject to all conditions herein, the undersigned offers and agrees to perform the services or deliver the goods in accordance with the specifications and conditions in this bid at the prices quoted if this bid is accepted within 90 days from the date of the opening.

CONTRACTOR:

\_\_\_\_\_  
ADDRESS:

\_\_\_\_\_  
CITY, STATE, ZIP:

\_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

FEDERAL EMPLOYER IDENTIFICATION NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

BY: \_\_\_\_\_

Signature Typed or printed name

Title:

Date:

**THIS FORM MUST BE SIGNED AND INCLUDED IN YOUR BID.**



## SECTION 4 GENERAL TERMS AND CONDITIONS

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1. **CONTRACT AGREEMENT:** This IFB, the Contractor's bid and the Contract will constitute the entire agreement between the Contractor and the Authority unless mutually amended in writing. In the case of conflict between terms of the Contract, this IFB and/or the Contractor's bid the Contract terms shall prevail followed by the terms of this IFB and then the Contractors bid.
2. **SIGNED BID CONSIDERED AN OFFER:** Receipt of a signed bid is considered a binding offer by the Bidder which shall remain firm for a period of 90 days from the date of bid opening. In the event of withdrawal after bid opening, the Authority may take such action as it deems appropriate including legal action for damages or specific performance.
3. **PAYMENT TERMS:** Payment terms are 30 days following pickup of each scrap load by Contractor.
4. **CHANGES:** the Authority shall have the right, at any time, to increase or decrease the scope of work contained in this IFB to meet increased or decreased needs.
5. Not Applicable.
6. **NON-DISCRIMINATION:** The Contractor shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State and Authority requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.
7. **GOVERNING LAWS:** The Contract is made under and shall be governed and construed in accordance with the laws of the State of Connecticut.
8. **ADVERTISING:** In submitting a bid to the Authority, the Bidder agrees not to use the results of their bid as a part of any commercial advertising without prior approval of the Authority.
9. **CONFIDENTIALITY OF BIDS:** In submitting a bid the Bidder agrees not to discuss or otherwise reveal the contents of the bid to any source outside of the Authority until after the award of the Contract. Bidders not in compliance with the provision may, at the option of the Authority, be disqualified from contract award. Only discussions authorized by the issuing agency are exempt from this provision.
10. **ELABORATE BIDS:** Elaborate bids in the form of brochures or other presentations beyond that necessary to present a complete and effective bid are not desired.

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11. **COST FOR BID PREPARATION:** Any costs incurred by Bidders in preparing or submitting bids are the Bidders' sole responsibility. The Authority will not reimburse any Bidder for any costs incurred prior to award of the Contract.
12. **RIGHT TO SUBMITTED MATERIAL:** All bids, inquiries, or correspondence relating to or in reference to this IFB, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Bidders shall become the property of the Authority when received.
13. **COLLUSIVE BIDDING:** The Bidder's signature on the bid is a guarantee that the prices quoted have been arrived at without collusion with other eligible Bidders and without effort to preclude the Authority from obtaining the lowest possible competitive price.
14. **GENERAL INDEMNITY:** The Bidder shall save and hold harmless, pay on behalf of, protect, defend, and indemnify the Authority for the entire responsibility and liability for losses, expenses, demands, actions and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the Authority or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this IFB, by the Bidder or their employees, including losses, expenses or damages sustained by the Authority officials from any and all such losses, expenses, damages, demands and claims. The Bidder further agrees to defend any suit or action brought against the Authority, (as outlined above) based on any such alleged injury or damage and to pay all damages, cost and expenses in connection therewith or resulting there from. The obligations of the Bidder pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Bidder.
15. **CONFLICT OF INTEREST:** All Bidders must disclose in writing with their bid the name of any owner, officer, director, or agent who is also an employee of the Authority. All Bidders must also disclose in writing with their bid the name of any employee of the Authority who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or subsidiaries. By submitting a bid, the Bidder certifies that there is no relationship between the Bidder and any person or entity which is or gives the appearance of a conflict of interest related to this IFB.
16. **ERRORS AND OMISSIONS:** The Bidder shall not take advantage of any errors or omissions in this IFB. The Bidder shall promptly notify the Authority of any omissions or errors found in this document.
17. **INDEPENDENT INVESTIGATIONS:** The Authority reserves the right to make independent investigations as to the qualifications of the Bidder. Such investigations may include contacting existing customers. The Authority reserves the unqualified right to accept or reject any and all bids, and to waive any irregularities or deficiencies as may be permitted by law when it is deemed that such action will be in the best interest of the Authority.

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18. REFERENCE TO OTHER DATA: Only information which is received in response to this IFB will be evaluated. Reference to information previously submitted shall not be evaluated.
19. BID OPENING: On the date and time set forth in this IFB, the package containing the bids from each responding Contractor will be publicly opened. At that time the name of the Contractor and the bid prices will be announced. Bid opening is an open and public meeting. Any interested parties may attend. Prices and their components are subject to further evaluation for completeness and correctness following the formal bid opening. Therefore, the prices announced during the bid opening may not be an exact indicator of the Contractor's actual pricing position. Neither can the assumption be made that the Contractor with the lowest price offered will be awarded the Contract. See "BID EVALUATION" and "AWARD OF BID" for further explanation on the components involved with the award of the Contract.
20. NOTIFICATION OF AWARD: After all prerequisites and specifications have been met by the Bidder and the award has been made, the successful Bidder will be notified within ten (10) working days of this award. The Authority will notify the successful Bidder in writing, either by a Letter of Award or a Purchase Order or both. VERBAL NOTIFICATION OF THE AWARD OF THE CONTRACT IS NOT CONSIDERED A RELIABLE MODE OF NOTIFICATION AND, THEREFORE, WILL NOT BE RECOGNIZED AS AN OFFICIAL NOTIFICATION.
21. TERMINATION FOR CAUSE: The Authority reserves the right to terminate the Contract at any time for cause. The violation of any provision or condition contained in the Contract, or the refusal, failure, or inability to carry out any provisions of the Contract shall constitute sufficient grounds to terminate the Contract for cause. Should the Authority elect to terminate the Contract for cause, the Authority will notify the Contractor 30 days prior to the termination date and shall specify the cause for termination as well as the date the termination shall be effective. This termination notice will be issued via a written letter sent by certified U.S. mail. Immediate dismissals may be executed if deemed necessary by the Authority.
22. TERMINATION WITHOUT CAUSE: The Authority may terminate the Contract without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days prior to the termination date.
23. DRUG POLICY: The Bidder certifies that it maintains a drug-free work place environment to ensure worker safety and workplace integrity. The Bidder further agrees their employees shall comply with the City of Hartford's Drug-Free Workplace Policy.
24. AUTHORIZED PERSONNEL: While engaged in the performance of the services described herein, only authorized employees of the Contractor are allowed at the Authority locations where the work is being performed. During the performance of these services, the Contractor employees are not to be accompanied in the work area by acquaintances, family members, associates or any other person(s) who are not a current, authorized employee(s) of the Contractor.

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25. **EMPLOYEE GUIDELINES:** The Contractor shall use only qualified personnel to provide the required services. The Contractor shall be responsible for insuring that employees abide by all rules and regulations set forth for the buildings and grounds.
26. **DRUG POLICY:** The Contractor certifies that it maintains a drug-free work place environment to ensure worker safety and workplace integrity. The Contractor further agrees their employees shall comply with the Authority's Drug-Free Workplace Policy.
27. **SAFETY:** Contractor's employees shall be required to adhere to all OSHA requirements and regulations that apply while performing their job duties.
28. **INSURANCE COVERAGE:** During the term of the Contract, the Contractor and the Contractor's subcontractors at their sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. The Authority will require proof of such insurance prior to Contract execution and during the term of the Contract.
29. **CONTINUANCE OF WORK:** In the event Contract term expires and Contractor has not completed assignments that are underway, the Authority may, at its discretion, allow Contractor to complete those assignments if the following conditions are met:
  - a. Contractor requests to complete the assignments that are underway.
  - b. The prices in Contract remain in effect until all work is completed.
  - c. All other contractual obligations and conditions remain the same, including insurance requirements.

This provision does not apply to any continuance of work which would extend the Contract term (inclusive of any extensions by the Authority) beyond five years from the date of Contract award.
30. **STATE AND FEDERAL REGULATIONS:** The Contractor shall perform all work in accordance with State and Federal safety regulations in regards to work zones, work areas, equipment, vehicles, tools and supplies. The Contractor shall provide all necessary and required work zone protective devices and traffic channeling devices as required under State and Federal safety regulations.
31. **PUBLIC SAFETY:** The Contractor shall protect the safety and convenience of the general public. The Contractor shall perform work as needed and necessary to protect the general public from hazards.
32. **NO SMOKING:** Smoking is absolutely forbidden on all Authority grounds and in all Authority facilities during the entire term of this Contract. This policy includes smoking in vehicles parked on Authority grounds.

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**ACKNOWLEDGEMENT OF ADDENDA FORM**

Bidder has received the following Addenda, the receipt of which is hereby acknowledged:

Addendum Number \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date Received: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)