



**PROCUREMENT THROUGH
SMALL PURCHASE PROCEDURES -
1943-20 On Call Tree Service**

Released **September 17, 2020**

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ATTACHMENTS:

- Acknowledgement of Addenda (*signature required*)
- Sample Contract

SCHEDULE OF EVENTS:

- | | |
|--------------------------|---------------------------------------|
| Solicitation Issuance | Thursday September 17, 2020 |
| Pre-Response Conference | [None Scheduled] |
| Responses Due | Thursday, October 1, 2020 @ 2:00 pm |
| Award/Contract Effective | On or around week of October 15, 2020 |

[BONDS ARE NOT REQUIRED FOR THIS SOLICITATION]

SECTION 1 INSTRUCTIONS TO RESPONDENTS

1.1. INTRODUCTION

The Housing Authority of the City of Hartford (the “Authority”) is issuing this Small Purchase Solicitation (“SPS”) seeking to contract with one or more Tree Service providers (each a “Contractor”) to provide on call/emergency services to various Authority locations on an "as needed, when needed" basis. The Authority reserves the right to make one award or multiple awards under this SPS, whichever is deemed to be in its best interest. Any obligations of those submitting responses in response to this SPS (“Respondents”) continue to be obligations of Contractor(s) when awarded. Awards will be based on the lowest total of the hourly rates for items 1-19 on the Bidding Schedule. Award of Contract, if any be made, shall be made to the Contractors with the lowest responsive, responsible responses. Upon execution of the Contract, subsequent Task Orders will be assigned to individual Contractors at the discretion of the Authority based on the Contractor availability, past performance, and estimated costs of particular jobs.

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 response 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.

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 SPS.

Funding. The Contract is contingent upon continued funding availability from one or more sources including federal funds. In the event that funds are not available at any time during the Contract term, the Authority reserves the right to cancel the Contract. In such event, each Contractor will be paid for satisfactory services provided to date of cancellation.

1.2. PRE-RESPONSE MEETING/INDEPENDENT SITE INSPECTIONS

A pre-response meeting has not been scheduled for this SPS.

1.3 QUESTIONS AND COMMUNICATION

All questions must be put in writing to the SPS Contact named below no later than the date **indicated on the cover of this SPS**. The intent of this requirement is to assure that all Respondents are in receipt of the same information and to allow the Authority sufficient time to post questions and answers in an Addendum to this SPS. 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 response will result in an Addendum. It is the responsibility of each Respondent to check the Authority's website: www.hartfordhousing.org for a copy of all Addenda issued for this SPS.

NOTE: Any solicitation or lobbying directed to any Authority staff or the Board of Commissioners is prohibited and is a ground for disqualification of Respondent responses.

SOLE CONTACT

Kim Cotharin
Contracting Officer
180 John D Wardlaw Way
Hartford, CT 06106
email: bids@hartfordhousing.org
www.hartfordhousing.org

1.4. RESPONSE DEADLINE AND DELIVERY

Respondents must utilize on-line submission and submit by the date and time identified on the cover page of this solicitation. **No mailed originals will be accepted.**

Upload Full Proposals to: **bids@hartfordhousing.org**

Please use this naming convention : 1943-20 On Call Tree Service

1.5. 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 Respondent's submittal.

1.6. RESPONSE EVALUATION

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

Responses will be evaluated in accordance with the terms and provisions of the Authority's procurement policy.

Evaluation will include all costs provided for in each response, 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 successful respondents.

1.8. RESPONDENT QUALIFICATIONS

Contractors must be properly licensed to do business within the State of Connecticut. Respondents must have Tree Service knowledge for a minimum of 5+ years and certifies that it is qualified and capable of performing the Work required under the Contract. 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 response 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 SPS.

1.10. SOCIO ECONOMIC CONSIDERATION

The Authority encourages responses 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

All offers shall be firm for a period of ninety (90) days following the response due date.

Pricing must include all charges necessary to fulfilling the terms of the Contract.

OPTIONAL PRICE ADJUSTMENT CLAUSE The Contractor warrants that the pricing stated herein will remain firm for the duration of the initial three (3) year term of the Contract. Upon receipt of notice of the Authority's intent to extend the Contract the Contractor shall have the right to request a price adjustment only during the thirty (30) days immediately following its receipt of notice. During this thirty (30) day period, the Contractor may submit a request in writing to the Authority for a price adjustment that is consistent with and relative to price changes consistent with market trends in the industry and which changes are outside of the Contractor's control. The Contractor must fully document its request, attaching to the request, without limitation, such market data as support the requested adjustment. The Authority may, in its sole discretion, approve or

disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next renewal of the Contract. If approved, price adjustments become effective ten (10) days after the date of the approval. The Contractor shall honor any purchase orders issued prior to the effective date of the approval at the price in effect at the time of the issuance of the purchase order.

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 SPS, including all attachments, together with the Contractor's response will form the entire agreement between the Contractor and the Authority. No exceptions to the Sample Contract attached to this SPS 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 response on behalf of the bidder must be authorized to commit the bidder in contractual matters.

SECTION 2 SCOPE OF SERVICES

2.1. GENERAL

Successful Contractors shall provide removing or performing major trimming on a large landscape (the "Tree Trimming Services" or the "Work"). Contractor shall perform the "Work" in accordance with the specifications laid out in this SPS or in any subsequent task order to complete a particular task (the "SPECIFICATIONS"). within this Section 2. Such "Work" will be accomplished on an "as needed" basis for a mutually agreed upon additional cost or by a response for such services separate from the Contract. Contractor shall prune all trees, undergrowth and low hanging limbs as requested by the Authority. Stump grinding and removal will also be requested. Contractor must provide all personnel, equipment, tools, labor, supervision, and other items and services, both necessary and incidental to ensure that the Tree Trimming Services are performed in a manner that will maintain healthy Trees and present a clean, neat, and professional appearance. All "Work" must be performed in accordance with the requirements of the Contract Documents. Contractor may be required to perform, but not be limited to, the following tree maintenance activities, Tree Pruning Tree Removal Emergency Response Clearance Pruning Grid Pruning Program

- Arborist Services/Inspection Foliar and Pesticide Treatments (if necessary)

2.2. PRICING STRUCTURE

Pricing submitted must reflect NET pricing PER HOUR. Any payments for benefits, travel time, mileage to and from any jobsite, and/or miscellaneous expenses, will not be allowed.

2.3. PAYMENT

Payment will be made for actual hours worked. Early dismissal on Holidays for any reason will not be covered. Purchase Order will be released once "Work" has been completed.

2.4. HOURS

Normal working hours are 9 a.m. - 5 p.m. with ½ hour for lunch, Monday through Friday, excluding the following Holidays:

1. New Year's Day;
2. Martin Luther King's Day;
3. President's Day;
4. Good Friday;
5. Memorial Day;
6. Independence Day;
7. Labor Day;
8. Columbus Day;
9. Veteran's Day;
10. Thanksgiving Day;
11. Day after Thanksgiving; and
12. Christmas Day

Overtime is not anticipated, however, overtime may be required from time to time at the sole discretion of the Authority. In the event overtime is authorized, overtime will be paid at the Overtime rate listed in the fee schedule times the contracted rate for any time worked over forty (40) hours by each applicable Contractor employee in one work week.

2.5. WAGES

If Contractors propose minimum wage rates for any position, and the minimum wage increases during the Contract period, the Authority will pay current minimum wage rates for services provided.

2.6. RESPONSIBILITY OF PARTIES

The Authority shall respond to any and all inquiries as to the quality or acceptability of materials furnished and "Work" performed, and as to the manner of performance and rate of progress of the "Work"; all inquiries as to the interpretation of the "Specifications"; all inquiries as to the acceptable fulfillment of the Contract on the part of the Contractor; and all inquiries as to claims and compensation. to the Authority may enforce and make effective such responses.

The Contractor shall establish and maintain an effective quality control system in compliance with the specifications. The quality control system shall consist of submittals, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction, and operations which comply with Contract requirements. The system must cover operations both onsite and offsite, and shall be keyed to the proposed operational sequence.

2.7. INVOICING

The Contractor shall submit invoices to the Authority within 45 days of “Work” being completed and shall include on each invoice:

- A. Contractor’s Federal Tax Identification Number
- B. Purchase Order Number
- C. Location and Description of “Work” Performed

The Contractor is solely responsible for the payment of all salaries, wages, bonuses, social security, workers’ compensation, taxes at any level, federal and state unemployment insurance, liability and worker’s compensation insurance and employee benefits for its personnel.

The Contractor is solely responsible for compliance with all applicable laws relating to its employees, such as wages and hour laws, safety and health requirements and collective bargaining laws.

2.8. CONFIDENTIALITY

Contractor shall maintain strict confidentiality of all information and records which the Contractor or it’s personnel may come in contact with or be privy to in the course of providing services.

2.9. PROPER CONDUCT

The Contractor’s employees shall adhere to proper conduct at all times. Proper conduct includes, but is not limited to the following:

- No weapons, drugs or alcohol are allowed on any Authority premises.
- No smoking is allowed on any Authority premises
- No exterior doors are to be left opened or unlocked.
- Contractor and personnel are expected to be polite and courteous at all times.

2.11. PURCHASE ORDERS

No “Work” shall be performed under the Contract until a Purchase Order has been issued by the Authority.

2.12. SCOPE OF WORK – JOB DESCRIPTION

A. INTENT

The "Work" to be done consists of furnishing all labor, materials, methods, processes, tools, equipment, incidentals and machinery, which are necessary and required to complete the Contract in a satisfactory and worker-like manner.

The intent of the "Specifications" is to prescribe the details for the completion of the "Work" which the Contractor undertakes to perform in accordance with the terms of the Contract. Where the "Specifications" describe portions of the "Work" in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the best quality are to be used.

B. CHANGES AND EXTRA WORK

The Authority reserves the right to make such alterations, deviations, additions to or omissions from the Specifications, including the right to increase or decrease the quantity of any item or portion of the "Work" or to omit any items or portion of the work, as may be deemed by the Authority of Field Operations Manager to be necessary or advisable, and to require such extra "Work" as may be determined by the Authority and/or the Field Operations Manager to be necessary for the proper completion or construction of the whole work contemplated.

When special conditions arise, such as mitigation of unforeseen conditions or additional "Work", the work shall be negotiated as "extra Work". Approved Change Orders shall describe the changes or extra "Work", Contract time adjustments and payment basis for such work as applicable. Change Orders are valid Contract amendments when approved and signed by the Authority and Contractor. All non-emergency changes and extra "Work" must be negotiated and approved by a written Change Order before the "Work" is performed

C. CLEANUP

All work sites must be kept as clear of equipment, material and waste material as is practicable at all times. The Authority's representative shall make the determination that this requirement is being complied with.

If the Authority is required to provide cleanup of the work sites due to failure of the Contractor to so provide, the Authority shall charge the Contractor the actual cost of labor and materials and may deduct said costs from any monies due and owing the Contractor.

Upon completion and before making application for acceptance of the "Work", the Contractor shall clean the areas of work, and all ground occupied in connection with the "Work", of all rubbish, excess materials, temporary structures, and equipment, and all parts of the "Work" must be left in a neat and presentable condition.

D. CONTRACTOR'S RESPONSIBILITY FOR WORK

All "Work" which is defective in its construction or deficient in any of the requirements of the "Specifications" must be remedied or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction.

The inspection of the "Work" does not relieve the Contractor of any of its obligations to fulfill the Contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected,

notwithstanding the fact that such defective “Work” and unsuitable materials have been previously overlooked or approved by the Authority and estimated for payment.

Upon failure on the part of the Contractor to comply forthwith with any order of the Authority made under the provisions of this article, the Authority shall have authority to cause defective “Work” to be remedied, or removed and replaced, and unauthorized “Work” to be removed. The cost of removing, replacing, or repairing said defective or unauthorized “Work” may be deducted from any monies due and owing the Contractor until the Contractor remedies, removes, replaces, or repairs defective “Work”.

1. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the “Work” or the surrounding premises if damages occur before final acceptance and shall bear the expense thereof.

NOTIFICATION OF WORK:

- a. The Contractor is to notify residences and/or businesses a minimum of three (3) business days in advance of closing access to any driveways or providing any detours or changes in on-street parking. Notifications shall be in writing.
- b. Contractor shall provide all labor and facilities required for safe and expeditious handling of traffic during the course of construction. Contractor shall provide all flaggers, signs, delineators, and barricades required for traffic control and shall modify or remove same at appropriate times.
- c. The Contractor shall, at its own expense, construct and maintain in good condition, such detours, detour bridges and temporary crossings for use by the public as deemed necessary or expedient by the Authority and/or Field Operations Manager for the proper execution of the “Work”.
- d. The Contractor shall designate a representative who can be reached immediately (24 hours per day) in the event of traffic control device failures.

**SECTION 3
PRICE FORM AND CONTRACTOR INFORMATION**

Please submit the hourly rate to perform tree care services on an as needed, when needed basis, in accordance with the corresponding job descriptions included in Section 2. Mark any category you cannot provide as “000”.

Cost plus pricing is absolutely prohibited. This prohibition includes all subcontractor price or administrative markups as well as any part or supply markups. The Authority will not reimburse for travel, mileage, hotel, meals or other related expenses and will not pay for travel time to and from Authority locations.

Item #	Labor and Equipment	Hourly Rate
1	Certified Utility Line Clearance Tree Trimmer	
2	Certified Utility Line Clearance Trainee	
3	National Commission for the Certification of Crane Operators Certified Crane Operator	
4	International Society of Arboriculture Certified Arborist	
5	Crew Leader, Foreman, or Lead Worker	
6	Tree Climber	
7	Tree Maintenance Worker	
8	Laborer	
9	Certified Traffic Control Plan Designer	
10	Aerial Lift Truck — 50 ft. or larger	
11	Chipper/Brush Truck — 5 yd. or larger	
12	Dump Truck — 5 yd. or larger	
13	Skip Loader	
14	Roll Off Dump Box — 10 to 40 yd. capacity	
15	Chipper — Vermeer BC 1000 or equivalent	
16	Chipper — Vermeer BC 1800 or equivalent	
17	Crane-100 foot or larger, 15 metric ton capacity minimum	
18	Stump Grinder	
19	Overtime Rate	
	BID TOTAL*:	

SUPPLEMENTAL SERVICES AND RATES:

Waste disposal haul away fees as \$/ton:

Item #	Labor and Equipment	Emergency Hourly Rate	Weekend/Holiday Hourly Rate
1A	Certified Utility Line Clearance Tree Trimmer		
2A	Certified Utility Line Clearance Trainee		
3A	National Commission for the Certification of Crane Operators Certified Crane Operator		
4A	International Society of Arboriculture Certified Arborist		
5A	Crew Leader, Foreman, or Lead Worker		
6A	Tree Climber		
7A	Tree Maintenance Worker		
8A	Laborer		

Do not enter "N/A" or leave any item blank. If an amount is zero, or not offered, enter \$0.00. If a price is included elsewhere, enter \$0.00. Please enter fully burdened hourly rates for ALL items 1A-8A including rates for Subcontractors if the Respondent cannot directly provide the labor or equipment listed.

CONTRACTOR INFORMATION:

1. Owner of the Company _____
2. List the number of years in business _____
3. Is your business full or part-time? _____
4. List the number of temporary workers and their position titles employed on a regular basis (attach list)
5. Do you maintain an office that is staffed during normal daily working hours? _____
6. Who is the Authority's contact person for this Contract?
 Name: _____
 E-mail Address: _____
 Phone Number: _____

7. List at least three (3) references of firms to which your company has provided similar services within the past year.

8. What equipment will you use to perform the services in this SPS?
(Use a separate sheet of paper, if necessary, to list all equipment and material, include make, model, registration #'s):

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

1. This response 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. Fees will remain firm for the duration of the Contract unless the response pricing specifically allows for price escalation and/or a price change clause is included in this SPS and is exercised in accordance with its terms.
4. All labor costs, direct and indirect, have been determined and included in the proposed cost.
5. The Contractor has attended the pre-response 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 response and agrees to them with no exceptions.

I, THE UNDERSIGNED, CERTIFY THAT THIS RESPONSE IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER CONTRACTOR SUBMITTING A RESPONSE 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 RESPONSE AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RESPONSE AS OR FOR THE CONTRACTOR.

Therefore, in compliance with this SPS 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 response at the prices quoted if this response is accepted within 90 days from the date it is due.

CONTRACTOR:

ADDRESS:

CITY, STATE, ZIP: _____

TELEPHONE: _____

FAX: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

E-MAIL: _____

BY: _____

Signature Typed or printed name

Title:

Date:

DECLARATION OF RESPONDENT RE: LICENSE QUALIFICATIONS

Respondent certifies possession of a license in accordance with a State Act providing for the registration of

Contractors. License No.: _____ Class: _____ , Expiration date: _____

THE FOREGOING INFORMATION IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OR PERJURY IN

_____ COUNTY, Connecticut, ON _____ , 202_.

Name of Firm: _____

Address: _____

Telephone: _____

Email: _____

(If firm is an individual, so state. If a firm or co-partnership, state the firm name and give the name(s) of person(s) authorized to execute the declaration on its behalf.)

FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR RESPONSE BEING DEEMED **NON-RESPONSIVE**

THIS FORM MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE.

SECTION 4 GENERAL TERMS AND CONDITIONS

1. CONTRACT AGREEMENT: This SPS, the Contractor's response and the attached Sample Contract will constitute the entire agreement between the Contractor and the Authority unless mutually amended in writing.

2. SIGNED RESPONSE CONSIDERED AN OFFER: Receipt of a signed response is considered a binding offer by the Respondent which shall remain firm for a period of 90 days from the date of responses are due. In the event of withdrawal after response submission, the Authority may take such action as it deems appropriate including legal action for damages or specific performance.

3. PAYMENT TERMS: Payment terms are NET 45 days following receipt of correct invoice. The Authority is responsible for all payments to Contractor under the Contract.

4. CHANGES: The Authority has the right, at any time, to increase or decrease the scope of "Work" contained in this SPS to meet increased or decreased needs.

5. AVAILABILITY OF FUNDS: Any and all payments to the Contractor shall be deemed binding only to the extent of appropriated funds for the purpose set forth in this SPS.

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 response to the Authority, the Respondent agrees not to use the results of their response as a part of any commercial advertising without prior approval of the Authority.

9. CONFIDENTIALITY OF RESPONSES: In submitting a response the Respondent agrees not to discuss or otherwise reveal the contents of the response to any source outside of the Authority until after the award of the Contract. Respondents 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 RESPONSES: Elaborate responses in the form of brochures or other presentations beyond that necessary to present a complete and effective response are not desired.
11. COST FOR RESPONSE PREPARATION: Any costs incurred by Respondents in preparing or submitting responses are the Respondents' sole responsibility. The Authority will not reimburse any Respondent for any costs incurred prior to award of the Contract.
12. RIGHT TO SUBMITTED MATERIAL: All responses, inquiries, or correspondence relating to or in reference to this SPS, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Respondent become the property of the Authority when received.
13. COLLUSIVE ACTIVITY: The Respondent's signature on the response is a guarantee that the prices quoted have been arrived at without collusion with other eligible Respondents and without effort to preclude the Authority from obtaining the lowest possible competitive price.
14. GENERAL INDEMNITY: The Respondent 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 SPS, by the Respondent 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 Respondent 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 Respondent 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 Respondent.
15. CONFLICT OF INTEREST: All Respondents must disclose in writing with their response the name of any owner, officer, director, or agent who is also an employee of the Authority. All Respondents must also disclose in writing with their response the name of any employee of the Authority who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or subsidiaries. By submitting a response, the

Respondent certifies that there is no relationship between the Respondent and any person or entity which is or gives the appearance of a conflict of interest related to this SPS.

16. ERRORS AND OMISSIONS: The Respondent shall not take advantage of any errors or omissions in this SPS. The Respondent 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 Respondent. Such investigations may include contacting existing customers. The Authority reserves the unqualified right to accept or reject any and all responses, 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.
18. REFERENCE TO OTHER DATA: Only information which is received in response to this SPS will be evaluated. Reference to information previously submitted will not be evaluated.
19. NOTIFICATION OF AWARD: After all prerequisites and specifications have been met by the Respondent and the award has been made (in the case of contract approval by the Authority Board of Commissioners, award will be deemed made upon such approval), the successful Respondent will be notified within ten (10) working days of this award. The Authority will notify the successful Respondent 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.**
20. 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 constitutes 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.
21. 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.

22. 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.
23. 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.
24. SAFETY: Contractor shall insure that its employees meet and maintain all applicable OSHA or other similar workplace safety and licensing requirements (i.e. asbestos certification, electrician licensing, OSHA 10 etc.) and adhere to all OSHA and other required safety standards and regulations that apply while performing their job duties. Contractor shall provide proof of licensure and compliance with all applicable safety requirements upon request by Authority.
25. 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.
26. 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 and evidenced in writing:
- 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.

27. 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.

28. 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.

29. NO SMOKING: The Authority is 100% smoke free. Smoking is absolutely forbidden on all Authority grounds and in all Authority facilities during the entire term of this Contract. This prohibition includes smoking in vehicles parked on Authority grounds.

HOUSING AUTHORITY OF THE CITY OF HARTFORD

ACKNOWLEDGEMENT OF ADDENDA FORM

Respondent 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)

SMALL PURCHASE HUD REQUIRED CLAUSES:

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. United States Department of Housing and Urban Development (“HUD”) is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The Housing Authority of the City of Hartford (the “PHA”) and the vendor identified on the attached purchase order (the “Contractor”) are also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations. The purchase order and this attachment are referred to herein as the “Contract.”

Examination and Retention of Contractor’s Records. The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this Contract, have access to and the right to examine any of the Contractor’s directly pertinent books, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

Energy Efficiency. The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this Contract is performed.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price. (b) Paragraph (a) of this clause shall apply to items purchased under this Contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this Contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Termination for Cause and for Convenience (contracts of \$10,000 or more).

- (a) The PHA may terminate this Contract in whole, or from time to time in part, for the PHA’s convenience or the failure of the Contractor to fulfill the Contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the Contract, whether completed or in process.
- (b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the Contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135) (Applies to contracts for work to be performed only, not for the mere purchase of supplies or materials)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest

HOUSING AUTHORITY OF THE CITY OF HARTFORD, 180 John D Wardlaw Way, HARTFORD CT 06106
Small Purchase - On Call Tree Service

extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b)The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c)The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d)The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e)The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.



**Housing Authority of the
City of Hartford**

Special Conditions for Non-Construction Contracts

Housing Authority of the City of Hartford

Special Conditions for Non-Construction Contracts

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General

1. Contract

- (a) The Housing Authority of the City of Hartford ("HA") uses these special conditions in contracts for professional services that are fully or partially funded by

the U.S. Department of Housing and Urban Development (HUD).

2. Definitions

- (a) Terms not defined in these special conditions are found in the main contract document incorporating these special conditions.
- (b) "Contractor" includes contractor's officers, employees, agents, and subcontractors.

Term and Termination

3. Contract Term

- (a) Contractor shall begin performance on the date of this contract.
- (b) HA may extend the term of this contract at its sole discretion if Contractor's service is essential to a project's completion.
- (c) HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations. The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall:
- (i) immediately discontinue all services affected (unless the notice directs otherwise), and
 - (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.
- (d) If the termination is for the convenience of the HA, the HA will be liable only for payment for services rendered before the effective date of the termination.
- (e) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract, the HA may:
- (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work described in the Notice of Termination;
 - (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; and
 - (iii) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the HA by the Contractor.

Contractor agrees HA is liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination.

- (f) HA's Contracting Officer will decide any dispute in accordance with the HA's procurement policy at the time of the dispute.

Compensation

4. Performance Standard

Contractor shall make its best effort to provide its service using the highest professional skill and competence.

5. Payments

HA shall pay Contractor for invoices submitted to HA, for service done to HA's satisfaction, within 45 days. HA will not pay invoiced amounts not submitted by Contractor within 6 months of work being performed. Contractor bears the burden of proof of invoice submission to HA.

Recordkeeping & Reports

6. Establishment and Maintenance of Records

Contractor shall establish and maintain fiscal control and accounting procedures that assure proper accounting for all funds paid by HA to Contractor.

7. Status Reports

Contractor shall furnish HA with such information and reports concerning the progress and management of this contract as HA may require from time to time.

8. Examination and Retention of Contractor's Records

Contractor will permit HA, HUD, Comptroller General of the United States, or any of their duly authorized representatives to have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions, for a period of three years after final payment under this contract.

Data and Patent Rights

9. Ownership and Proprietary Interest

HA has (i) exclusive ownership of, (ii) all proprietary interest in, and (iii) the right to full and exclusive possession of, all information, materials, and documents, discovered or produced by Contractor, resulting from this contract, including reports, memoranda, or letters relating to any contractual research and reporting tasks.

Insurance

10. Liability Coverage

Contractor shall have the follow insurance:

- (i) *Comprehensive General Liability Insurance*, (including contractual liability insurance). Limits not less than \$1,000,000 for all damages for any bodily injury sustained as the result of any occurrence, and \$1,000,000 for all damages of property sustained by each person as the result

of any one occurrence, and \$1,000,000 for all property damage sustained as a result of any one occurrence, or a limit of not less than \$3,000,000 Combined Single Limit (CSL).

- (ii) *Professional Liability Insurance*. Limits of not less than \$1,000,000 per occurrence, covering acts, errors and omissions arising out of the rendering of, or failure to render, professional services related to this contract if applicable to the services provided under contract.
- (iii) *Fidelity/Crime Insurance*. Limits of not less than \$1,000,000 per occurrence, which covers claims incurred as a result of Contractor's employees' dishonesty, burglary, theft, fraud, or destruction of property, if applicable to the services provided under contract.
- (iv) *Automobile Liability Insurance*. Limits not less than \$1,000,000 for all damages for any bodily injury sustained by each person as a result of any occurrence, and \$1,000,000 for damage because of bodily injury sustained by two or more persons as the result of any occurrence, and \$100,000 for property damage sustained as the result of any one occurrence, or a limit of not less than \$1,250,000 Combined Single Limit (CSL).

11. Worker's Compensation Insurance

Contractor shall maintain Worker's Compensation Insurance for its employees in accordance with Connecticut's General Statutes or in accordance with the statutes of Contractor's home state. In addition to any other requirements related to worker's compensation insurance, if Contractor is a sole proprietor, a single member limited liability company or otherwise has no employees, Contractor shall maintain Worker's Compensation Insurance as if it were an "employer" as such term is defined in and in accordance with Connecticut's General Statutes or as if it were an employer in accordance with the statutes of Contractor's home state.

12. Insurance Conditions

- (a) Contractor shall purchase insurance coverage from an insurance company licensed to conduct business in Connecticut or a company approved by HA.
- (b) Contractor shall ensure all required insurance policies provide occurrence-based coverage.
- (c) HA may review the insurance requirements and coverages from time to time. Contractor agrees to comply with HA's reasonable new or modified insurance requirements.
- (d) Contractor shall pay all insurance deductibles, if any, or indemnify HA from paying Contractor's insurance deductibles, or both.
- (e) Contractor agrees that the amount of insurance required does not, in any way, limit the liability of

Contractor by virtue of its obligation to indemnify HA, so that all claims resulting in a settlement or judgment or other claim-related payment in excess of the coverage amounts required, if any, are the sole responsibility of Contractor to pay, to indemnify HA from paying, or both.

- (f) Contractor shall ensure that following phrase is placed by its insurer in the ACORD Certificate of Insurance form's comments section: "The Housing Authority of the City of Hartford is named as an Additional Insured."
- (g) Contractor shall furnish HA all insurance renewal certificates at least thirty (30) days prior to policy expiration.
- (h) Contractor shall maintain insurance coverage in full force for the duration of this contract, including extensions or renewals. Contractor's cancellation or termination of insurance policies required by this contract without immediate replacement is a default. HA may cure such a default by procuring insurance on behalf of Contractor, at Contractor's expense.
- (i) Contractor shall ensure that Contractor's insurer will provide HA 30-days' notice before cancellation or decrease in coverage, of any insurance policy required.

General Indemnity

13. HA Indemnification

- (a) In this section, the following definitions apply:
 "Litigation Expense" means any reasonable out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements.
 "Losses" means any amount awarded in, or paid in settlement of, any Proceeding, including any interest and any Litigation Expenses.
 "Proceeding" means any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding.
- (b) Contractor shall indemnify HA against all Losses arising out of a Proceeding against HA related to this Contract and initiated by a non-party to this contract ("Claim"), except to the extent that HA negligently or intentionally caused those Losses.
- (c) HA must promptly notify Contractor of that Claim and deliver to Contractor a copy of all legal pleadings with respect to the Claim.
- (d) To assume the defense of a Claim, Contractor must notify HA that it is doing so. Promptly thereafter, Contractor shall retain to represent it in the Claim, independent legal counsel that is reasonably acceptable to HA.
- (e) HA is entitled to participate in the defense of a Claim. HA may defend a Claim with counsel of its own choosing and without Contractor participating if (1) Contractor

notifies HA that it does not wish to defend the Claim, (2) by midnight at the end of the tenth business day after HA notifies Contractor of the Claim Contractor fails to notify HA that it wishes to defend the Claim, or (3) representation of Contractor and HA by the same counsel would, in the opinion of that counsel, constitute a conflict of interest.

- (f) Contractor shall pay any Litigation Expenses that HA incurs in connection with defense of the Claim before Contractor assumes the defense of that Claim, except with respect to any period during which HA fails to timely notify Contractor of that Claim. Contractor will not be liable for any Litigation Expenses that HA incurs in connection with defense of a Claim after Contractor assumes the defense of that Claim, other than Litigation Expenses that HA incurs in employing counsel in accordance with subsection (d), which Litigation Expenses Contractor shall pay promptly as they are incurred.
- (g) After Contractor assumes the defense of a Claim, Contractor may contest, pay, settle, or compromise the Claim at its discretion, except that it may not compromise or settle the Claim without the consent of HA unless that compromise or settlement (1) does not entail any admission on the part of HA that it violated any law or infringed the rights of any Person, (2) has no effect on any other claim that may be brought against HA, (3) provides as the claimant's sole relief monetary damages that are paid in full by Contractor, and (4) requires that the claimant release HA from all liability in respect of the Claim.

Default and Remedies

14. Additional Defaults

- (a) Default includes, in addition to those stated elsewhere in this contract:
 - (i) a competent authority, such as a government official or a Certified Public Accountant, determines that Contractor's management of, or any accounting for, its funding, as relates to this contract, is improper, inadequate, or illegal; and
 - (ii) a court having jurisdiction enters a decree or order adjudging Contractor bankrupt or insolvent, or approving as properly filed Contractor's petition seeking reorganization, readjustment, arrangement, composition, or similar relief for Contractor under federal bankruptcy laws, or any other similar applicable law.
- (b) HA may waive any default. HA's waiver as to a particular default does not constitute a waiver of any other default, whether of the same or different type, and whether preceding or succeeding the waived default. HA's waiver of a default is not effective unless written and signed by HA's Executive Director.

15. Remedies

- (a) HA may elect to pursue any one or more of the following remedies, in any combination or sequence, for any default not waived by HA:
- (i) any action as HA deems necessary, including the temporary withholding or reduction of payment;
 - (ii) suspend program operation;
 - (iii) require Contractor to cure such default to HA's satisfaction; and
 - (iv) terminate this contract.
- (b) HA's selected remedy does not prohibit HA from pursuing any other remedy and does not constitute a waiver by HA of any other right or remedy.

HUD Section 3

16. HUD Section 3 Clause**Training and Employment Opportunities for Residents in the Project Area** (Section 3, HUD Act of 1968; 24 CFR 135)

(Applies to contracts for work to be performed, not for the mere purchase of supplies or materials)

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24

CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Hiring

17. Youth and Resident Contact

- (a) Contractor represents that it has appropriate hiring policies and screening procedures for employees who will be working with youths and public housing residents.
- (b) Contractor shall permit HA to review Contractor's hiring policies and screening procedures for employees who will be working with youths and public housing residents.
- (c) HA may terminate this agreement if (i) Contractor's performance includes working with youths and public housing residents; (ii) HA determines that Contractor's hiring policy is not appropriate; and (iii) Contractor fails to promptly modify its hiring policy.

18. Hiring Indemnity

Contractor shall indemnify HA for any failure of Contractor's hiring policies and screening procedures.

Materials and Energy Efficiency

19. Recovered Materials

- (a) In accordance with the Solid Waste Disposal Act, 42 U.S.C. § 6962, the Contractor shall procure items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, unless the Contractor determines that such items:
- (i) are not available in a reasonable period of time;
 - (ii) fail to meet reasonable performance standards;
 - or
 - (iii) are only available at an unreasonable price.
- (b) This provision applies to items purchased under this contract where:

- (i) the Contractor purchases in excess of \$10,000 of the item under this contract; or
- (ii) during the preceding Federal fiscal year, the Contractor: (1) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (2) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

20. Energy Efficiency

Contractor shall comply with all mandatory standards and policies relating to energy efficiency contained in the energy conservation plan issued by the State of Connecticut in compliance with the Energy Policy and Conservation Act.

Conflicts of Interest

21. Family Conflicts

- (a) Contractor represents that it has disclosed to HA any immediate family member (parent, parent-in-law, spouse, child, brother, sister, brother-in law, sister-in-law, or stepparent) of any of its employees, agents, or subcontractors, who is employed by HA.

Miscellaneous

22. Communications

- (a) Both parties agree to write all notices, including demands, requests, instructions, approvals, proposals, and claims.
- (b) HA will deliver all notices to Contractor by delivering them to Contractor's registered business address; sending them via email or other electronic transmission to Contractor's contact electronic address or by mailing them in sealed, postage-paid envelopes, addressed to Contractor's registered mailing address.
- (c) Contractor may specify a different address for notices by delivering an address change notice to HA.
- (d) Contractor will deliver all notices to HA by delivering them to Contracting Officer at HA's main office; sending them via email or other electronic transmission to bids@hartfordhousing.org and to the Contracting Officer's email address or by mailing them in sealed, postage-paid envelopes, addressed to Contracting Officer at HA's main office.
- (e) HA may specify a different address for notices by delivering an address change notice to Contractor.

23. Licenses

Contractor and all subcontractors shall hold, at all times, all licenses required by the State of Connecticut and the City of Hartford, if any.

24. Sales Tax

HA shall provide Contractor the necessary tax-exempt information when required.

25. Entire Agreement

- (a) This contract constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this contract. All prior and contemporaneous negotiations and agreements between the parties on matters contain in this contract are expressly merged into and superseded by this contract. The provisions of this contract may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings.
- (b) In entering into this contract, neither party has relied upon any statement, representation, or agreement of the other party, except for those expressly contained in this contract.

26. Choice of Law

- (a) The laws of the State of Connecticut, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to the contract, including its validity, interpretation, construction, performance, and enforcement.

27. Forum & Venue

- (a) Any party bringing a legal action or proceeding against any other party arising out of or relating to this contract may bring the legal action or proceeding in the United States District Court for the District of Connecticut or in any court of the State of Connecticut sitting in Hartford.
- (b) Each party waives, to the fullest extent permitted by law:
 - (i) any objection which it may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to this contract brought in the United States District Court for the District of Connecticut or in any court of the State of Connecticut sitting in Hartford; and
 - (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.
- (c) For the purposes of all legal actions and proceedings arising out of or relating to this contract, each party to this contract submits to the nonexclusive jurisdiction of any court of:
 - (i) the United States District Court for the District of Connecticut and its appellate courts; and
 - (ii) the State of Connecticut sitting in Hartford and its appellate courts.

28. HACH Policies - Fraud, Ethics and Conflicts of Interest

The HACH Fraud Policy and the HACH Ethics and Conflicts of Interest Policy are hereby incorporated into this Contract. Contractor shall comply with their provisions as applicable. Copies of the policies are available upon request.



**Housing Authority of the
City of Hartford**

Standard Form for Non-Construction Contracts

[For bids \$10,000 up to \$250,000, *without maintenance*]

STANDARD FORM FOR NON-CONSTRUCTION CONTRACT
[For bids \$10,000 up to \$250,000, *without maintenance*]

HOUSING AUTHORITY OF THE CITY OF HARTFORD
FOR PROJECT NO: {CONTRACT-NUMBER}
{NAME-OF-SERVICE}

This contract is dated {DATE}, and is between {CONTRACTOR-IN-ALL-CAPS}, a {STATE} {ENTITY-TYPE} ("Contractor"), and HOUSING AUTHORITY OF THE CITY OF HARTFORD, a public body corporate and politic organized and existing pursuant to Conn. Gen. Stat. §8-40, et seq. ("HA").

The parties agree as follows:

1. CONTRACT DOCUMENTS. In addition to this document, the following documents constitute part of this contract:

- (i) HUD Form HUD-5370-C, Section I, *General Conditions for Non-Construction Contracts* ("HUD-5370-C") {CONTRACTS ABOVE \$100,000};
- (ii) HA's *Special Conditions for Non-Construction Contracts* ("HA Special Conditions");
- (iii) HA's *Invitation for Bids* for this service, with amendments, # {____} ("IFB"); and
- (iv) Contractor's *Bid* for this service, dated {IFB-RESPONSE-DATE} ("Bid").

If there is a conflict between any two provisions in the documents that constitute this contract, the provision that first appears in the documents listed governs: (i) this contract document; (ii) HUD-5370-C; (lii) HA Special Conditions; (iv) IFB; then (v) Bid.

2. SCOPE OF SERVICES. Contractor shall perform all work {specified in the IFB's *Scope of Services* OR in accordance with Exhibit A, *Scope of Services*, and all other requirements stated in the IFB's *Scope of Services*}.

3. TERM. The term of this contract is {three} years ("Term"). HA may extend this contract {two} times, for one year each.

4. COMPENSATION. HA shall pay Contractor in accordance with the rates set forth in {Contractor's Response OR Exhibit B, *Pricing & Compensation Plan*}.

5. AUTHORITY. The person signing this contract is authorized by the Contractor to enter into this contract on behalf of the Contractor.

The parties are signing this contract as of the date stated in the introductory clause.

{CONTRACTOR}

HOUSING AUTHORITY OF THE CITY OF HARTFORD

By _____
{Name}
{Title}

By _____
Annette Sanderson
Executive Director