



**PROCUREMENT THROUGH  
SMALL PURCHASE PROCEDURES -  
1952-20 On Call Custodial Services**

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Released November 4, 2020

CONTENTS:

- Section 1: Special Instructions to Respondents
- Section 2: Scope of Services
- Section 3: Price Form and Contractor Information (*signature required*)
- Section 4: General Terms and Conditions

ATTACHMENTS:

- Acknowledgement of Addenda (*signature required*)
- Property Addresses (*Exhibit A*)
- Sample Contract
- HACH Special Conditions

SCHEDULE OF EVENTS:

Solicitation Issuance	<b>Wednesday, November 4, 2020</b>
Pre-Response Conference	<b>None Scheduled</b>
Last Day for Questions:	<b>Thursday November 12, 2020</b>
Responses Due	Thursday, November 19, 2020 @ 2:00 pm
Award/Contract Effective	On or around week of November 23rd, 2020

**[BONDS ARE NOT REQUIRED FOR THIS SOLICITATION]**

## SECTION 1 INSTRUCTIONS TO RESPONDENTS

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### 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 Janitorial contractors (each “Contractor”) to provide on call 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 price and other factors as described in this SPS.

*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.**

**Independent Site Inspections Required.** Respondents should conduct site inspections to avail themselves of the general conditions that exist for each of the locations specified in the Scope of Services. Respondents are responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which might affect the work or the cost thereof prior to submitting a bid. Failure to inspect will not be grounds to alter Contractor’s responsibility to successfully perform the work without additional expense to the Authority.

### 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](http://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](mailto:bids@hartfordhousing.org)**  
[www.hartfordhousing.org](http://www.hartfordhousing.org)

### 1.4. RESPONSE DEADLINE AND DELIVERY

Respondents must utilize email submission to **[bids@hartfordhousing.org](mailto:bids@hartfordhousing.org)** and submit by the date and time identified on the cover page of this solicitation. **Due to Covid;\*\* No mailed originals will be accepted.\*\***

### 1.5. RIGHT TO VERIFY INFORMATION

The Authority reserves the right to verify any and all information provided in each response. 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.

## 1.7. RESPONDENT QUALIFICATIONS

Contractors must be properly licensed to do business within the State of Connecticut. Respondents must be reputable and be in good standing. Well established within the community with an eager and honest work ethic. Qualified and capable of performing the Work required under the Contract. Contractor is responsible for providing fully trained and qualified personnel. Contractor's performance will be monitored/audited by the Field Operations Manager designee at each facility to detect poor performance and non-compliance conditions. Contractor shall provide the Field Operations Manager designee free and easy access to inspect and measure the manner and progress of the work at all times and to inspect the types, and quantities of equipment, chemicals, supplies and any other material(s) used in the performance of the work.

Any successful Contractor shall have a person available during normal business working hours are 7 days a week 8:00 a.m.-4:30 p.m. 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.

## 1.8. 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.

## 1.9. 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.

1.10. 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.

## 1.11. 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.

## 1.12. CONDITIONS OF CONTRACT

This SPS, including all attachments and linked terms and conditions, 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 respondent in contractual matters.

## 2.1 WORK HOURS

Normal working hours are 8:00 a.m. - 4:30 p.m. with ½ hour for lunch, Monday through Friday, including weekends, 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

## SECTION 2 SCOPE OF SERVICES

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**Contractor will provide equipment, cleaning materials, paper towels & toilet paper, cleanser, cleaning rags, trash bags and soap for dispensers and toilet seat covers.**

### **SERVICES TO BE PERFORMED DAILY -**

1. Gather all non-recyclable trash and recyclable materials and place in the appropriate dumpsters.
2. Vacuum all carpeted floors.
3. Sweep both stairways.
4. Sweep and mop all tiled and/or composite floors.
5. Clean and sanitize bathroom, including toilet, stalls, sink, fixtures and mirrors.
6. Wet mop and sanitize bathroom floors.
7. Empty all wastebaskets and replace liners as needed.
8. Perform whatever type of cleaning method is necessary to restore all lobbies and entrance areas to a bright, tidy and neat condition.
9. Scrub & polish drinking fountains.
10. Wipe clean all stainless steel and chrome plated fixtures.
11. Spot clean walls of fingerprints and scuff marks.
12. Refill soap, paper towels and toilet paper.
13. Bulk trash and recyclables such as car seats, cardboard boxes etc may be required to be disposed of in compactor or appropriate container.
14. Wipe down all visiting room and reception area furniture to include couches, chairs, tables, bench seating. Damp cloth only on vinyl chairs and couches.
15. Kitchen areas: wipe down tables, counters, sinks (not to include dishes), microwave and refrigerator (exteriors only).
16. Refill hand sanitizer dispensers as needed. Agency shall supply this product.
17. Daily cleaning of elevators, including wiping down of walls/buttons, and vacuum.

### **SERVICES TO BE PERFORMED ONCE PER WEEK**

1. Clean bathroom walls.
2. Wipe and polish all wood and metal furniture.
3. Dust baseboards, ledges, file cabinets and windowsills.
4. Wash and buff all tiled floors in bathroom, kitchen and lobby.
5. Clean all phones with germicidal cleanser.
6. Dust all desks, tables and other furniture when cleared by Client Agency.
7. Add water to floor drains in restrooms.
8. Remove soil from doors, door frames, door handles and light switches (with daily attention to visitation rooms on an as needed basis).
9. Scrub and sanitize bathroom counter tiles.

### **SERVICES TO BE PROVIDED AS NEEDED**

1. Spot-clean all carpeting and upholstered furniture.

## **TASK & FREQUENCY SPECIFICATIONS**

### **SERVICES TO BE PROVIDED QUARTERLY**

1. **Perform high dusting - including overhead pipes**
2. Vacuum all HVAC vents
3. Dust blinds where installed
4. Wash down ceramic tile walls and toilet compartment partitions

**ADDITIONAL SERVICES TO BE PROVIDED QUARTERLY, BILLED SEPARATELY - PRIOR APPROVAL REQUIRED**

1. Shampoo all carpeted areas in offices.
2. Strip and wax all tiled floors.

Contractor is to provide all paper towels, toilet paper, soap etc.

Log book will be kept at reception area. Client Agency will leave all special instructions or **notifications of any problems in the logbook. Contractor's staff will check the logbook at the** start of each shift and also note what action has been taken with items listed.

**Contractor's staff will also leave comments or concerns in the log book for the Client Agency.**

The Authority is looking for hourly rates to perform all aspects of janitorial work.

**SECTION 3  
PRICE FORM AND CONTRACTOR INFORMATION**

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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.

<b><u>SERVICE PROVIDED</u></b>	<b><u>BID PRICE</u></b>
	hourly
Price <b>with</b> Vendor provided supplies	\$ _____
<b><u>SERVICE PROVIDED</u></b>	<b><u>BID PRICE</u></b>
	hourly
Price <b>without</b> Vendor provided supplies	\$ _____

**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.

Company Name/Address	Contact Name	Phone

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): (mark N/A if not applicable)

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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. Contractor is in compliance with all Federal, State and Local licensing requirements and shall continue to maintain such compliance during the term of the Contract.
3. The Contractor can obtain insurance certificates as required within 10 calendar days after notice of award.
4. 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.
5. All labor costs, direct and indirect, have been determined and included in the proposed cost.
6. The Contractor has attended the pre-response meeting and site visits (if applicable) and is aware of prevailing conditions associated with performing these services.
7. 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:

\_\_\_\_\_

PHYSICAL ADDRESS:

\_\_\_\_\_

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

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

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

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

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

Signature Typed or printed name

Title:

Date:

**THIS FORM MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE. FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR RESPONSE BEING DEEMED NON-RESPONSIVE**

## SECTION 4 GENERAL TERMS AND CONDITIONS

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1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.

11. 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.
12. 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.
13. 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.
14. 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.**
15. 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.
16. 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.
17. 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.
18. 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.

19. 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.
20. 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.
21. 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: \_\_\_\_\_

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

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

**EXHIBIT A**  
HACH PROPERTIES

**Administrative Offices**

180 John D. Wardlaw Way  
Hartford, CT 06106  
Telephone (860) 723-8410  
Fax (860) 723-8552  
Hours: Mon-Fri 8:30-4:30

**Hartford Housing Authority**

**Warehouse**

791 Windsor Street  
Hartford, CT



**Housing Authority of the  
City of Hartford**

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**Standard Form for  
Small Purchase Non-Construction,  
Non-Maintenance Contracts Under  
\$100,000 Total Contract Value**

**STANDARD FORM FOR NON-CONSTRUCTION CONTRACT**  
**[Under \$100,000 total Contract Value, No Construction, No 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) HA's *Special Conditions for Non-Construction Contracts - Under \$100,000 total Contract Value, No Construction, No Maintenance* ("HA Special Conditions") located at [hartfordhousing.org](http://hartfordhousing.org);
- (ii) HA's *Small Purchase Solicitation* for this service, with amendments, ("SPS"); and
- (iii) Contractor's *Response* for this service, dated {RESPONSE-DATE} ("Response").

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) HA Special Conditions; (iii) HUD 5370-C Part 2; (iv) SPS; then (v) Response.

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



**Housing Authority of the  
City of Hartford**

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# **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.

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### 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:
- immediately discontinue all services affected (unless the notice directs otherwise), and
  - 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:
- 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;
  - 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
  - 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.

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**Compensation**


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**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.

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**Recordkeeping & Reports**


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**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.

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**Data and Patent Rights**


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**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.

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**Insurance**


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**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. Contractor shall immediately indemnify HACH for any charges levied by the then current HACH worker's compensation insurance carrier related to Contractor's failure to carry or provide proof of carrying insurance as described in this provision. This provision of the Contract survives termination or expiration of the Contract.

**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.
- (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.

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### General Indemnity

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#### 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.

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### Default and Remedies

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#### 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.

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### HUD Section 3

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#### 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.

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### Hiring

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#### 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.

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### Materials and Energy Efficiency

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#### 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.

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## 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.

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## 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](mailto: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.