



PROCUREMENT THROUGH REQUEST FOR QUOTATIONS – SERVICES 1998-21 - Migration of On Premises to Cloud Hosted VoIP Phone System

Overview

The Housing Authority of the City of Hartford (HACH) is seeking proposals for the migration of their current phone system to a cloud hosted platform. The successful vendor will provide the following migration tasks and ongoing services:

- Configuration migration of HACH's current Switchvox 360 on premises PBX to a cloud hosted Switchvox, managed solution
- Porting of current numbers to cloud hosted provider's PSTN infrastructure
- Reprogramming of current Digium telephones
- Ongoing managed services (description below)
- Unlimited local and long-distance call plan
- All E-911 registration and ongoing services
- All hosting, maintenance, support, and service of the hosted PBX environment. (HACH will retain the ability to conduct moves, adds, changes, and administrative programming of the system)
- SLA of 99.99%, with a credit if service falls below that threshold

Current Phone System

The current phone system is an on-premises Switchvox PBX that is hosted at HACH's main office location. This PBX provides services to all HACH locations over an internal VoIP network. A list of sites and number of phones is provided below:

Main Office:

180 John D. Wardlaw Way, Hartford, CT 06106

Total number of phone extensions: **36**

Warehouse

791 Windsor Street, Hartford, CT 06120

Total number of phone extensions: **03**

Mary Shepard Place

15 Pavilion Street, Hartford, CT 06120

Total number of phone extensions: **03**

Mary Mahoney Village

73 Vine Street, Hartford, CT 06112

Total number of phone extensions: **01**

Kent Apartments

188 Sigourney Street, Hartford, CT 06105

Total number of phone extensions: **01**

Betty Knox

141 Woodland Avenue, Hartford, CT 06105

Total number of phone extensions: **03**

Smith Tower

80 Charter Oak Avenue, Hartford, CT 06106

Total number of phone extensions: **04**

Nelton Court

45 Allan Green Way, Hartford, CT 06120

Total number of phone extensions: **01**

Total in use physical extensions: 51

Total physical devices: 74 (Digium D70, D50, D40, and Polycom IP-6000)

Total Digium licenses: 85

Total DIDs: 109

All extensions are IP based extensions – there are no analog devices associated with this PBX.

All sites (except for the warehouse facility which is connected using LTE) currently have Comcast cable modem connectivity with a minimum bandwidth package of 100/20 Mbps. The main office location is currently slated to be upgraded to symmetrical gigabit connectivity. All phones will connect directly to the internet with this migration – no VPN is required.

Users are currently provided with softphone extensions for their mobile devices and PCs, this functionality must be retained with the migration.

Migration Process

The selected vendor will be responsible for the following migration:

- Analysis of the current Switchvox 360 configuration
- Migration of all configuration and user data (call recordings, call logs, voicemail, and other essential information) to the cloud hosted Switchvox PBX

- Migration of phone numbers to cloud provider (porting)
- Reprogramming of on-premises hardware and softphone endpoints
- E-911 configuration and reprogramming
- Training of administrative staff and end users as necessary
- Any additional migration and reprogramming tasks as necessary to facilitate a seamless migration

The vendor should also provide “buy back” credit for the on-premises PBX hardware.

Ongoing Services

HACH is seeking a turnkey hosted solution, meaning that the selected vendor will assume complete responsibility for the hosting, support, maintenance, and upgrades of the PBX. In addition, all external PSTN services will be part of the hosted service. The provider will be responsible for all redundancies in services and infrastructure to meet the required 99.99% uptime service level agreement. **Only unlimited call plans will be considered for this procurement – no metered packages will be accepted.** Services should be quoted based on a **5-year agreement term**. The selected vendor will provide a maintenance plan for all on-premises hardware (phones). The hardware maintenance plan will include-

- Hardware service and replacement of handsets due to accidental damage or other malfunction.
- Programming related to moves, adds, changes.
- Regular firmware updates of phone hardware as prescribed by manufacturer best practices.
- Onsite deployment of phones, if necessary.

HACH will be responsible for the procurement of additional handsets, as required, and the upgrade of unsupported handsets, if required.

HACH will be responsible for network troubleshooting related to VoIP performance, but will require insight from the selected vendor- roundtrip statistics, QoS validation, etc.

Quotations are due via email to bids@hartfordhousing.org later than 2 p.m. on Monday, August 23, 2021. All bids are due no later than 2 p.m. on Thursday, August 26, 2021. Submissions must include this entire solicitation form filled out and signed.

The Contract resulting from this solicitation will be in the form of a purchase order issued by the Housing Authority of the City of Hartford (the “Authority” or “HACH”). The Contract will consist of the purchase order, the Respondent’s submitted bid and this solicitation in its entirety. Any SLA or other agreement required by Respondent must be submitted with their bid. Any such agreement’s terms will be subordinate to the terms contained in this solicitation.

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.

Response Format

Responses should include a narrative describing the migration process, what is included vs. excluded, details regarding the SLA and resiliency of the solution, PSTN package details, information related to the training that will be made available, and details regarding relevant experience with similar sized solutions. All responses must include a summary table with a minimum of the following information:

Item	One-Time Cost	Annual Cost
Migration and provisioning of cloud solution		
Hosting cost based on 85 extensions and 109 DIDs		
Service and support		
Moves adds and changes		
PSTN services		
Other one-time costs		
Other annual costs		

Optional Add-Ons

Please include pricing for e-fax capabilities.

RESPONDENT INFORMATION:

1. Owner of the Company _____
2. List the number of years in business _____
3. Is your business full or part-time? _____
4. Do you maintain an office that is staffed during normal daily working hours? _____
5. Who is the Authority’s contact person for this Contract?
 Name: _____
 E-mail Address: _____
 Phone Number: _____
6. List at least three (3) references of firms to which your company has provided similar services within the past year.

By signing and submitting this bid form, the respondent (the “Respondent”) certifies the following:

1. This bid is signed by an authorized representative of the Respondent.
2. The Respondent can obtain insurance certificates as required within 10 calendar days after notice of award if applicable.
3. All labor costs, direct and indirect, have been determined and included in the proposed cost.

4. The Respondent has attended the pre-bid meeting and site visits (if applicable) and is aware of prevailing conditions associated with performing these services.
5. The Respondent has read and understands the conditions set forth in this bid 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 BID FOR THE SAME SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RESPONSE AS OR FOR THE RESPONDENT.

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

RESPONDENT:

ADDRESS:

CITY, STATE, ZIP:

TELEPHONE NUMBER: _____ FAX: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

E-MAIL: _____

BY: _____

Signature Typed or printed name

Title:

Date:

BIDDING TERMS AND CONDITIONS

1. **SIGNED RESPONSE CONSIDERED AN OFFER:** Receipt of a signed response or electronic submission of a response (collectively, the "Response") is considered a binding offer by the Respondent which will remain firm for a period of 90 days from the date of the Response being due. In the event of withdrawal after the due date, the Authority may take such action as it deems appropriate including legal action for damages or specific performance.
2. **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.

3. **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.
4. **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.
5. **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.
6. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to this solicitation, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Respondents become the property of the Authority when received.
7. **COLLUSIVE RESPONDING:** The Respondent's signature on the Response or its electronic transmission of 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.
8. **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 solicitation.
9. **ERRORS AND OMISSIONS:** The Respondent shall not take advantage of any errors or omissions in this solicitation. The Respondent shall promptly notify the Authority of any omissions or errors.
10. **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.
11. **REFERENCE TO OTHER DATA:** Only information which is received in response to this solicitation will be evaluated. Reference to information previously submitted will not be evaluated.
12. **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.**

SPECIAL CONTRACT TERMS AND CONDITIONS

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. 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.

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.
- (c) In addition to the above Contractor must procure solid waste management services in a manner that maximizes energy and resource recovery; and establish an affirmative procurement program for procurement of recovered materials identified in EPA guidelines.

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 contained 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.

29. Prohibition on certain telecommunications and video surveillance services or equipment.

(a) HACH is prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) See Public Law 115-232, section 889 for additional information.

(c) Contractor is prohibited from attempting to sell any covered telecommunications equipment or from utilizing such equipment in carrying out the purposes of this Contract.

30. Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, HACH has, to the greatest extent practicable under a Contract award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Contractor shall provide such preference as well for contracts and purchase orders necessary to carry out the purposes of this Contract and all requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this Contract.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.